



INVITATION FOR BIDS (IFB) C11184

FOR

**HUNTS LANE
GRADE SEPARATION PROJECT**

IN

**San Bernardino County, in the Cities of San Bernardino and Colton
Hunts Lane Bridge Crossing over Union Pacific Railroad**

**BIDS MUST BE RECEIVED AT OR BEFORE:
2:00 p.m. December 6, 2011**

SEALED BIDS MUST BE RECEIVED AT:
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

San Bernardino Associated Governments
William Schuiling Interim Executive Director



Garry Cohoe, P.E. Designated Engineer

October 10, 2011

Federal Project No. PNRSCML-6053(095)
HPLUL-6053(096)



**San Bernardino Associated
Governments**

1170 W. 3rd Street, 2nd Fl, San Bernardino,
CA 92410

Phone: (909) 884-8276 Fax: (909) 885-4407

Web: www.sanbag.ca.gov



•San Bernardino County Transportation Commission •San Bernardino County Transportation Commission
•San Bernardino County Congestion Management Agency •Service Commission for Freeway Emergencies

October 10, 2011

**NOTICE INVITING SEALED BIDS
INVITATION FOR BIDS (IFB) C11184
HUNTS LANE GRADE SEPARATION PROJECT**

The San Bernardino County Transportation Commission, (hereinafter referred to as “Commission”) invites sealed bids for construction of the **Hunts Lane Grade Separation** project, hereinafter referred to as “Project”.

Sealed bids shall be submitted at or before 2:00 p.m. **December 6, 2011**. Bids are to be delivered to:

**San Bernardino Associated Governments
1170 W. 3rd Street, Second Floor
San Bernardino, CA 92410-1715
Attention: Garry Cohoe,**

Bids received after the date and time specified in this IFB will be rejected by the Commission and returned to the Bidder unopened.

Bids will be publicly opened and read aloud **December 6, 2011** at approximately 2:00 p.m. at the Commission’s Office at the address listed in this IFB.

A non-mandatory pre-bid meeting will be held on **October 27, 2011** at 3:00 p.m. at the Commission’s office located at 1170 W. 3rd Street, San Bernardino, CA, in the Super Chief. All interested firms are encouraged to attend.

Plans and Specifications for this project are available at:
ARC/Consolidated Reprographics 714 424-8525
costamesa.planwell@e-arc.com

General description of work:

Construct a new overhead grade separation between Hunts Lane and the Union Pacific Railroad (UPRR) tracks in the City of San Bernardino and City of Colton. The existing railroad crossing at Hunts Lane is an at-grade, signalized crossing. The proposed grade separation will construct and provide MSE retaining walls, a single span bridge, four vehicle travel lanes (two lanes in

each direction), new sidewalks, new and relocated utilities, new traffic signals, new street lighting and landscape. Work will include a 60-calendar day plant maintenance period.

Further, Club Center Drive would be cul-de-saced at Hunts Lane. Oliver Holmes Road, Commercial Road, and Riverwood would remain connected to Hunts Lane and these intersections would be raised to match the grade of the newly elevated Hunts Lane. The construction will be staged as shown on plans to maintain two-way traffic access for all but a 13-month period when Hunts Lanes will be closed and traffic detoured.

This is a Federal-aid project: The contract if awarded, is financed in part by the U.S. Department of Transportation (US DOT). Bidders are required to certify that they meet all federal requirements identified in this IFB, including but not limited to all applicable equal opportunity laws and regulations and state and/or Federal Prevailing Wages.

This project is subject to Title 49, Part 26, Code of Federal Regulations (CFR) entitled "Participation of Disadvantaged Business Enterprises" in the Department of Transportation Financial Assistance Programs (herein referred to as the "Regulations"). The Regulations in their entirety are incorporated into this IFB by this reference. Bidders are to be fully informed respecting the DBE/UDBE requirements and the Regulations. As required under the Regulations, the Commission has established a **UDBE contract goal of 6.0% for this Project.**

Award of this Contract is subject to receipt of federal, state or local funds sufficient to carry out the work identified in this IFB.

By order of the Governing Board of the San Bernardino Transportation Commission
Dated May 4, 2011
Garry Cohoe
Director of Project Delivery

Date of Advertisement: October 10, 2011 and October 24, 2011

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

INVITATION FOR BIDS (IFB) C11184

FOR

HUNTS LANE

GRADE SEPARATION PROJECT

KEY IFB DATES

IFB Issue Date:	October 10, 2011
Pre Bid Meeting Date:	October 27, 2011
Deadline For Written Questions/Approved Equal Request:	November 21, 2011
Response To Questions:	November 28, 2011
Bid Due Date:	December 6, 2011
Good Faith Effort Due:	December 12, 2011
Award Date:	January 4, 2012

Table of Contents

Instructions To Bidders	4
IFB Documents	4
Pre-Bid Meeting.....	4
Examination Of Bid Documents	4
Changes To Bid Documents	5
Procurement Schedule	5
Contact Information	5
Written Questions	5
Bid Submission	6
Licensing Requirements.....	7
Pre-Contractual Expenses	7
Withdrawal Of Bids	7
Bid Security Forms	7
Prevailing Wages	7
Subcontractor Listing.....	8
Underutilized Disadvantaged Business Enterprise	8
Contract Award.....	9
Execution Of Contract	9
Non-Discrimination	9
Taxes	9
Conflict Of Interest	9
Bid Forms.....	10
Forms To Be Submitted At Time Of Bid.....	11
UDBE/DBE Forms To Be Submitted Within Four (4) Business Days	11
After Bid Due Date	11
Forms To Be Submitted Within Ten (10) Business Days.....	11
From Notice Of Award	11
Bid Forms.....	12
Bid Form	13
Bidders Bond	27
Noncollusion Affidavit	29
Listing Of Subcontractors	30
Equal Employment Opportunity Certification.....	32
Non Lobbying Certification For Federal-Aid Contracts.....	34
Instructions For Completion Of Sf-LII, Disclosure Of Lobbying Activities	35
California Public Contract Code Section 10285.1 Statement.....	40
Proprietary Rights/Confidentiality	59
Ownership Of Documents.....	66
Payment Bond Form	85
Performance Bond Form.....	87
Attachment A	89
IFB/DBE/UDBE Solicitation Language	89
A. Commission's Responsibility	89
B. UDBE Goal	89
C. Definitions.....	90
D. UDBE Bid Submission Requirements	92

E. UDBE Certification	95
F. UDBE Eligibility And Commercially Useful Function Standards.....	95
G. UDBE Crediting Provisions.....	96
H. Good Faith Efforts	98
Invitation For Bid (IFB) UDBE Language	101
Race-Conscious Bid Instructions Dot-Assisted Contractor Contracts.....	101
Instructions-Exhibit 12-G Bidder's List Of Subcontractors.....	106
Instructions-Exhibit 15g-1	108
Exhibit 15-G-1 Local Agency Bidder - UDBE Commitment	109
Instructions – Exhibit 15-G2-Local Agency	110
Exhibit 15 G-2 Local Agency Bidder DBE Information (Construction Contracts)	111
Instructions – Summary Of Monthly DBE Payments -Sanbag Form No. 315	115
(Construction Contracts) (Revised 1/11)	115
Instructions - Disadvantaged Business Enterprises (DBE) Certification	122

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

INVITATION FOR BIDS C11184 FOR

HUNTS LANE GRADE SEPARATION PROJECT

INSTRUCTIONS TO BIDDERS

IFB Documents

The IFB, including the plans, special provisions, and bid forms for bidding this project can only be obtained from ARC/Consolidated Reprographics at (714) 424-8525 or by emailing your request to costamesa.planwell@e-arc.com. Requests for the Bid documents shall include: Company Name, Contact Person, Telephone Number, Fax Number, deliverable address and FedEx or other delivery account information. Bidders are required to purchase, at a minimum, a CD set. Partial plan set holders will not be eligible to bid the project as the prime contractor.

A non-refundable fee, as follows, is due upon receipt or prior to mailing. **Only checks or money orders will be accepted as payment; no cash will be accepted.**

Specials and Bid	\$ 50.00
Reduced plan set	\$ 100.00
Full size plan set	\$ 200.00
CD Set	\$ 75.00

A Plan holders list will be available at costamesa.planwell@e-arc.com.

Pre-Bid Meeting

A pre-bid meeting is scheduled for **October 27, at 3:00 p.m.**, at Commission's Office located at 1170 W. 3rd Street, San Bernardino, California in the Super Chief conference room. This meeting is to inform interested firms of project requirements and subcontractors of subcontracting and material supply opportunities. Interested firms are strongly encouraged to attend this pre-bid meeting, though attendance at this meeting is not mandatory. Firms are asked to check-in with the Receptionist desk on the 2nd Floor and wait to be escorted into the conference room.

Examination of Bid Documents

By submitting a Bid, the Bidder represents and acknowledges that it has thoroughly reviewed the requirements of this IFB, including all contractual requirements and has become familiar with the work identified in this IFB. Bidder also acknowledges that they are satisfied with the general and local conditions to be encountered; the character, quality, and scope of work to be performed; and quantities and type of materials to be

furnished; character, quality, and quantity of surface and subsurface materials or obstacles.

Changes to Bid Documents

The Commission reserves the right to change, amend or revise the IFB documents at any time. Such changes, if any, will be made by written addendum to this IFB. The Commission shall not be bound to any modifications to this IFB as a result of oral instructions or responses to questions asked. All registered plan holders will receive an e-mail notification upon issuance of any addendum. All information, including any addenda issued for this IFB will be posted on the Commission's website at www.sanbag.ca.gov under the link "Bids, RFP's and RFQ's". Bidders are solely responsible for obtaining any additional information, including addenda from Commission's web site or through ARC/Consolidated Reprographics.

Procurement Schedule

Event	Date
IFB Issue Date:	October 10, 2011
Pre Bid Meeting Date:	October 27, 2011
Deadline For Written Questions/Approved Equal Request:	November 21, 2011
Response To Questions:	November 28, 2011
Bid Due Date:	December 6, 2011
Good Faith Effort Due	December 12, 2011
Award Date:	January 4, 2012

Dates are subject to change. Schedule updates will be posted on Commission's website: <http://www.sanbag.ca.gov> under "Bids, RFP's and RFQ's".

Contact Information

For information regarding this IFB, Bidders shall contact Karen Matthews at (909) 884-8276, or at kmatthews@sanbag.ca.gov.

Written Questions

All questions, clarifications or approved equal requests, including questions that could not be addressed at the pre-bid meeting shall be submitted in writing to the Commission to the attention of Karen Matthews at kmatthews@sanbag.ca.gov. All requests must be received by the Commission **no later than 5:00 p.m. on, November 21, 2011**. Commission's written responses will be sent to all plan holders **on or before November 28, 2011**, and by email, and posted on the Commission website.

1. All questions, clarifications or approved equal requests must be clearly labeled "Written Questions/Approved Equal Requests" for IFB C11184. The Commission is not responsible for failure to respond to a written request that was not clearly labeled.
2. Any written questions or approved equal requests received after **5:00 p.m. on November 21, 2011**, may not be responded to.

3. Any request for an approved equal must be fully supported with technical data or other relevant information as evidence of support that the substitute meets or exceeds the current specification requirements. The burden of proof as to the suitability, equality and compatibility rests solely with the Bidder. Commission shall be the sole judge as to the suitability, equality and compatibility of the proposed equal.

Bid Submission

1. Bids must be submitted on the forms provided in “**Bid Forms**” enclosed. Bidders are responsible for ensuring that the Bid forms are properly completed. Only original bid forms, (no photo copies) will be allowed unless otherwise stated elsewhere in this IFB. If any forms are incomplete or missing, the Bid may be considered at the Commission’s sole discretion to be non-responsive and subject to rejection.
2. Bidders shall submit their Bid in a sealed package clearly marked with the following: (i) the company name and address; and (ii) the following words in large print on all sides of the sealed Bid package:

BID FOR IFB C11184,

HUNTS LANE GRADE SEPARATION PROJECT

3. Bidders shall be responsible for any consequences, including disqualification of the Bid, resulting from any inadvertent opening of improperly identified packages. It is the Bidder’s sole responsibility to see that its Bid is received as required in this IFB.
4. Date and Time – Bids must be submitted at Commission’s office **at or before 2:00 p.m. December 6, 2011. Bids received after the due date and time will be rejected by Commission and returned to the Bidder unopened.**
5. Bids are to be delivered to the following address:

**San Bernardino Associated Governments
1170 W. 3rd Street, Second Floor
San Bernardino, CA 92410-1715**

6. Bids will be publicly opened at Commission’s offices at 1170 W. 3rd Street, San Bernardino, CA in the Super Chief Conference Room at approximately 2:00 p.m.

Commission’s Rights:

The Commission reserves the right to reject any or all Bids, and to waive any irregularities in any Bid and to determine which Bid is, the lowest responsive Bid of a responsible Bidder and which Bid should be accepted in the best interest of the Commission. No Bids will be accepted unless made on the Bid Forms provided in this IFB.

Licensing Requirements

Contractor shall possess a **Class A** license at the time of award through Contract acceptance. Bidder shall ensure that all subcontractors comply with the appropriate licensing requirements as identified in the State of California Public Contract Code Section 20103.5.

Pre-Contractual Expenses

Commission shall not be liable for any pre-contractual expenses incurred by the Bidder in preparation of its Bid. The Bidder shall not include any such expenses as part of their Bid. Pre-contractual expenses are defined as follows; a) preparing a Bid in response to this IFB; b) submitting that Bid to the Commission; and c) any and all expenses incurred by the Bidder prior to award of the Contract.

Withdrawal of Bids

A Bidder, or authorized agent of, may withdraw its Bid at any time before the Bid opening date and time by submitting a written request to the Commission at the address identified in this IFB. Withdrawing a bid prior to bid opening does not prevent a Bidder from submitting a new Bid. After Bid opening, the Bid shall remain open and not withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

Bid Security Forms

1. **Bid Bond** – Each Bid shall be accompanied by a Bid guaranty in the amount of ten percent (10%) of the Bid amount in the form of (i) cash, (ii) a cashier's check made payable to Commission; (iii) a certified check, made payable to Commission; or (iv) a Bidder's Bond executed by an admitted surety insurer (as defined in Code of Civil Procedure §995.120) made payable to Commission. The admitted surety insurer executing a Bidder's bond must registered to do business in San Bernardino County. If the Bidder fails to enter into a contract, if awarded, the bond shall be forfeited to the Commission.
2. **Performance/Payment Bond** – The successful Bidder shall furnish to Commission a Payment and Performance Bond on the forms provided in this IFB, in the amount of one hundred percent (100%) of the Bid amount per the requirements defined herein.

Prevailing Wages

This project is funded under a financial assistance contract by the U.S. Department of Transportation (DOT) and is subject to all conditions of the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California commencing in Section 1770 et. seq. The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor as set forth in the Special Provisions of this IFB. It is required that all mechanics and laborers

employed or working at the site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are available at the Commission's Offices or on the Internet at www.dir.ca.gov/DLSR/statistics_research.html and www.access.gpo.gov/davisbacon/. Bidders shall utilize the relevant prevailing wage determinations in effect as of ten (10) days prior to the bid opening date, as amended by addendum.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the General Prevailing Wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the contractor and subcontractors shall pay not less than the higher wage rate. Commission will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain State wage rate determination otherwise available for use by the contractor and subcontractors, the contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employee(s) in question.

Subcontractor Listing

Pursuant to California Public Contract Code Section 4104, every Bidder shall identify the following in their Bid:

- 1) The name and address of each subcontractor performing work in excess of one-half of one percent of the total bid amount, or \$10,000, whichever is greater; and
- 2) Show the portion of work by bid item number, description and percentage of each bid item subcontracted.

The Bidder shall list only one subcontractor for each portion of work as identified in its Bid and shall complete and submit the subcontractor listing forms presented in this IFB package as part of their Bid. The successful Bidder shall perform work equivalent to at least thirty percent (30%) of the total amount of the work with its own forces. If the Bidder is not proposing to use subcontractors, or the portion of the work is less than ½ of 1%, or \$10,000, the Bidder is to acknowledge the subcontractor listing form in this IFB with "Not Applicable".

Underutilized Disadvantaged Business Enterprise

In conformance with Title 49 CFR, Part 26, the Commission has established a project specific goal of 6% for Underutilized Disadvantaged Business Enterprise (UDBE). Bidder shall complete and submit Form 15-G1, "Local Agency Bidder UDBE Commitment", and Form 12-G, "Bidders List" at the time of Bid submittal. Form 15 G-2, "Local Agency Bidder-DBE Commitment" and 15-H, "Good Faith Efforts" are to be submitted in a sealed envelope with their Bid, but no later than four (4) working days following the Bid due date identified herein.

As there is a UDBE goal on this Contract, the Bidder, in order to be considered responsible and responsive, must meet the contract specific UDBE goal identified herein or make Good Faith Efforts to meet the goal established for this Contract. If the goal is not met, the Bidder must document adequate Good Faith Efforts. Only UDBE firms certified through the California Unified Certification Program (CUCP) will be counted towards the contract goal; however, all DBE participation shall be collected and reported. Please refer to Attachment A to this IFB for further information instructions and forms.

Contract Award

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive, responsible Bidder in accordance with this IFB. The successful Contractor shall perform all required services under the terms of the Commission's contract contained herein.

Execution of Contract

The successful Bidder shall submit to Commission the required Performance and Payment Bonds, certificates of insurance, Non Lobbying Certification, For Federal-Aid Contracts and Disclosure Form, if applicable, for its subcontractors and Certification Regarding of Debarment, Suspension and Other Ineligibility and Voluntary Exclusions for its subcontractors, if applicable within ten (10) working days from Notice of Award. Failure to submit the documents cited and execute the contract within the specified time shall be just cause for the annulment of the award and the forfeiture of the Bidders Bid Bond.

Non-Discrimination

This Contract is subject to State Contract Nondiscriminatory and Compliance Requirements pursuant to Government Code, Section 12900. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Contract, or such other remedy as Commission deems appropriate."

Taxes

The amount of the Bid must be inclusive of state and local sales tax, which remains the obligation of the Contractor. Contractor is responsible for payment of all taxes for any goods, services, processes and operations for this Contract.

Conflict of Interest

A firm that has provided architectural or engineering services to Commission for this Project before Bid submittal for this Contract is prohibited from any of the following; Submitting a Bid; subcontracting for any part of the work identified herein; and/or supplying materials.



INVITATION FOR BIDS (IFB) C11184

HUNTS LANE GRADE SEPARATION PROJECT

BID FORMS

FORMS TO BE SUBMITTED AT TIME OF BID

1. Bid Form
2. Bidders Bond
3. Non-Collusion Affidavit
4. Listing of Subcontractors
5. Notice of Requirements for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)
6. Bidders Certificate of Compliance – Worker’s Compensation Insurance
7. Non-Lobbying Certification For Federal-Aid Contracts w/Disclosure Form, if applicable– (LLL Form) (Prime)
8. Public Contract Code Section 10162 Questionnaire
9. Public Contract Code Section 10285.1 Statement
10. Certification Regarding Debarment, Suspension And Other Ineligibility And Voluntary Exclusion- Primary Participant
11. Buy America Certification
12. Certification for Clean Air Act and Federal Water Pollution Control
13. Form 12-G, “Bidders List” –See Attachment A
14. UDBE - Form 15-G1, “Local Agency Bidder UDBE Commitment” – See Attachment A

UDBE/DBE FORMS TO BE SUBMITTED WITHIN FOUR (4) BUSINESS DAYS AFTER BID DUE DATE

1. DBE Exhibit 15-G2 - “Local Agency Bidder-DBE Commitment”
2. UDBE information Exhibit 15-H - “Good Faith Efforts”

FORMS TO BE SUBMITTED WITHIN TEN (10) BUSINESS DAYS FROM NOTICE OF AWARD

1. Executed Contract-signed by Contractor
2. Payment Bond – 100% of Bid amount
3. Performance Bond – 100% of Bid amount
4. Insurance Certificates with endorsements
5. Non-Lobbying Certification For Federal-Aid Contracts w/Disclosure Form, if applicable (LLL) (subcontractors)
6. Certification Regarding Debarment, Suspension And Other Ineligibility And Voluntary Exclusion Form, if applicable– Lower Tier (subcontractors)

BID FORMS

HUNTS LANE GRADE SEPARATION PROJECT



BID FORM
HUNTS LANE GRADE SEPARATION PROJECT
CONTRACT NO. C_11184

Name of Bidder: _____

Business P.O. Box: _____

Business Street Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Date: _____

Contractor's License Number
/ Classification: _____

Honorable Board Members of the San Bernardino Associated Governments:

The work for which this Bid is submitted is for the construction in conformance with the Invitation for Bid, Special Provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including **any Addenda** thereto, the Contract annexed hereto, and also State of California Department of Transportation Standard Plans dated May 2006 and Standard Specifications dated May 2006 and safety related portions dated May 2006 and latest updates, the 2009 Greenbook, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates most current edition at the date of the bid opening.

Accompanying this Bid is a "Cashier's Check", "Certified Check", or "Bidders Bond"
(Circle applicable term as the case may be), made payable to the SAN BERNARDINO
ASSOCIATED GOVERNMENTS for the sum of _____
Dollars (\$), _____
in an amount equal to ten percent (10%) of the total Bid amount.

If the Cashiers Check or Certified Check accompanies this Bid as the guarantee, then the proceeds thereof shall become the property of the San Bernardino Associated Governments if, in the case this Bid is accepted by the said Board of San Bernardino Associated Governments or Authorized Representative, and such Bidder has received notice that the contract has been awarded to him/her, the undersigned shall fail within ten (10) days, not including Saturdays, Sundays and legal holidays, thereafter to execute a Contract with, and furnish the securities required by said Board of San Bernardino Associated Governments or Authorized Representative. Otherwise, such guarantee shall be returned to the undersigned.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

BID FORM C11184 (continued)

The undersigned hereby acknowledges the following:

1. The Project Plans dated May 23, 2011 and Invitation for Bid, and Special Provisions dated October 10, 2011 for the work to be done are entitled:

HUNTS LANE GRADE SEPARATION PROJECT

Federal Project No. PNRSCML-6053(095) & HPLUL-6053(096)

This Bid is submitted with respect to the changes to the IFB documents included in the Addenda issued. Bidder further acknowledges the receipt of the following Addenda Number(s): _____.

2. The Bidder has thoroughly examined and is familiar with the work required and the documents of this IFB. By investigation at the site of the work and otherwise, the Bidder is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters, which can affect the work performed and the cost thereof.
3. Bidder fully understands the scope of the work and specifications identified in this IFB and have carefully checked all words and figures inserted in this IFB and further understands that the Commission will not be liable for any errors or omissions in the preparation of this Bid.
4. Bids are required for the entire work. The amount of the Bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set for the item.
5. The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.
6. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Total" column, then the amount set forth in the "Item Total" column or the item shall prevail in accordance with the following:
 - As to lump sum items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.
 - As to unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.
7. If this Bid is accepted and the undersigned fails to execute the Contract and furnish the Performance and Payment bonds and insurance certificates within ten (10) working days, not

including legal holidays, after the Bidder has received Notice of Award from the Commission, that the Contract has been awarded, the Commission may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void and the forfeiture of the bid security accompanying this Bid shall operate and the same shall become the property of the Commission.

8. The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the location of the proposed work, the Contract, any addenda issued, and the plans referred to herein, having become thoroughly familiar with the terms and conditions of the Contract Documents and with the local conditions affecting the performance and cost of the Work at the place where the Work is to be done, and the Bidder hereby proposes, and agrees if this Bid is accepted, that the Bidder will contract with the Commission, in the form of the copy of the Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and in accordance with the requirements of the Commission as herein set forth, and that he will accept as full payment therefore the following prices, to wit:

HUNTS LANE GRADE SEPARATION PROJECT

BID ITEM LIST

ITEM NO.	F	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1		PROJECT SCHEDULE (CRITICAL PATH METHOD)	LS	1		
2		LEAD COMPLIANCE PLAN	LS	1		
3		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
4		STORM WATER POLLUTION PREVENTION MITIGATION	LS	1		
5		18" REINFORCED CONCRETE PIPE	LF	287		
6		24" REINFORCED CONCRETE PIPE	LF	490		
7		30" REINFORCED CONCRETE PIPE	LF	337		
8		36" REINFORCED CONCRETE PIPE	LF	114		
9		42" REINFORCED CONCRETE PIPE	LF	447		
10		60" REINFORCED CONCRETE PIPE	LF	454		
11		FURNISH AND JACK 60" STEEL CASING	LF	194		
12		6" SIDEWALK DRAIN (COLTON)	LF	30		
13		DRAINAGE INLET (CATCH BASIN NO. 3)	EA	7		
14		DRAINAGE INLET (CATCH BASIN NO. 4)	EA	3		
15		DRAINAGE INLET (TYPE V)	EA	1		
16		DRAINAGE INLET (GRATED)	EA	4		
17		JUNCTION STRUCTURE NO. 2	EA	4		
18		JUNCTION STRUCTURE NO. 333	EA	2		
19		DRAINAGE TRANSITION STRUCTURE 342	EA	1		
20		DRAINAGE MANHOLE (MANHOLE NO. 2)	EA	3		
21		DRAINAGE MANHOLE (MANHOLE NO. 322)	EA	2		
22		DRAINAGE CONNECTION TO CHANNEL	EA	1		
23	F	REINFORCED CONCRETE BOX CULVERT	CY	113		
24	F	BAR REINFORCING STEEL (BOX CULVERT)	LB	17,665		
25		ABANDON EXISTING STORM DRAIN	LF	87		
26		REMOVE STORM DRAIN	LF	776		
27		EXISTING CATCH BASIN TO BE ABANDONED	EA	1		
28		EXISTING CATCH BASIN TO BE REMOVED	EA	6		

ITEM NO.	F	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
29		ROADWAY EXCAVATION	CY	7,545		
30		IMPORTED TOPSOIL	CY	600		
31		IMPORTED BORROW	CY	14,175		
32		PORTLAND CEMENT CONCRETE PAVEMENT (6")	CY	130		
33		MINOR CONCRETE (CURB & GUTTER) (8" (COLTON))	CY	7		
34		MINOR CONCRETE (PCC ROLLED CURB) (4" (COLTON))	CY	5		
35		MINOR CONCRETE (CURB & GUTTER) (8" TYPE "B" (SB))	CY	86		
36		RETAINING WALL GUTTER	CY	13		
37		MINOR CONCRETE (CURB) (8" PCC CURB, TYPE "A" (SB))	CY	67		
38		MINOR CONCRETE (TEXTURED PAVING)	SF	3,635		
39		MINOR CONCRETE (SIDEWALK) (4", CASE "A" (SB))	CY	157		
40		ASPHALT CONCRETE (TYPE A)	TON	5,240		
41		TEMPORARY ASPHALT CONCRETE (TYPE A)	TON	1,235		
42		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQ YD	845		
43		MISCELLANEOUS ASPHALT CONCRETE PAVEMENT	SQ YD	932		
44		CLASS 2 AGGREGATE BASE	CY	6,270		
45		MINOR CONCRETE (GUTTER DEPRESSION)	CY	28		
46		MINOR CONCRETE (CURB RAMP)	CY	25		
47		MINOR CONCRETE (DRIVEWAY) CLASS B	EA	4		
48		CHAIN LINK FENCE (TYPE CL-6)	LF	295		
49		CHAIN LINK GATE	EA	6		
50		WROUGHT IRON FENCE	LF	342		
51		WROUGHT IRON FENCE GATE	EA	7		
52		SLURRY CEMENT BACKFILL	CY	30		
53		REMOVE YELLOW PAINTED TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	4,000		
54		FURNISH AND INSTALL ROADSIDE SIGNS AND POSTS	LS	1		
55		INSTALL TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1		

ITEM NO.	F	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
56		REMOVE RETAINING WALL (PORTION)	LF	70		
57		REMOVE MASONRY WALL	LF	750		
58		REMOVE ROADSIDE SIGN	EA	20		
59		CLEARING AND GRUBBING	LS	1		
60		REMOVE CONCRETE (CURB AND GUTTER)	LF	5,075		
61		REMOVE CONCRETE SIDEWALK	SF	25,291		
62		REMOVE CONCRETE DRIVEWAY	CY	9		
63		REMOVE AND SALVAGE EXISTING SIGNAL SYSTEM AND APPURTENANCES	LS	1		
64		REMOVE FENCE	LF	446		
65		REMOVE UNDERGROUND CASING AND ABANDONED PIPE	LS	1		
66		RELOCATE "FORT BENSON" HISTORICAL LANDMARK	LS	1		
67		REMOVE TRUCK SCALE & SIGN	LS	1		
68		REMOVE BUSINESS SIGNS & POLES	LS	1		
69		8" ABS COMPOSITE SEWER MAIN	LF	167		
70		10" ABS COMPOSITE SEWER MAIN	LF	906		
71		12" ABS COMPOSITE SEWER MAIN	LF	927		
72		CONCRETE ENCASEMENT FOR SANITARY SEWER	CY	158		
73		BAR REINFORCING STEEL (DOUBLE SEWER ENCASEMENT)	LB	540		
74		FURNISH AND JACK 24" STEEL CASING	LF	531		
75		MANHOLE (48") PER SAN BERNARDINO STD PLAN NO. 301	EA	9		
76		MANHOLE (60") PER SAN BERNARDINO STD PLAN NO. 301	EA	2		
77		STANDARD DROP MANHOLE PER SAN BERNARDINO STD. PLAN NO. 302	EA	1		
78		SEWER MAINLINE CLEANOUT PER COLTON STD PLAN NO. 309	EA	1		
79		ABANDON EXISTING 8" PIPE (ABS or VCP)	LF	160		
80		ABANDON EXISTING 10" PIPE (ABS)	LF	1,023		
81		ABANDON EXISTING 12" PIPE (ABS)	LF	962		
82		ABANDON EXISTING SEWER MANHOLE	EA	8		
83		ADJUST SEWER MANHOLE	EA	4		

ITEM NO.	F	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
84		TEMPORARY FENCE	LF	7,500		
85		TYPE III BARRICADE	EA	82		
86		TEMPORARY 4" PAVEMENT MARKING	LF	15,510		
87		TEMPORARY 8" PAVEMENT MARKING	LF	5,755		
88		TEMPORARY PAVEMENT MARKING	SF	4,006		
89		CHANNELIZER (SURFACE MOUNTED)	EA	1,039		
90		TEMPORARY RAILING (TYPE K)	LF	4,000		
91		TEMPORARY TRAFFIC CONTROL	LS	1		
92		CONSTRUCTION AREA SIGNS	LS	1		
93		12" x 8" REDUCER (COLTON)	EA	2		
94		12" x 10" REDUCER (COLTON)	EA	1		
95		24" x 12" REDUCER (COLTON)	EA	3		
96		8" D.I.P. SPOOL (COLTON)	EA	4		
97		10" D.I.P. SPOOL (COLTON)	EA	5		
98		12" D.I.P. SPOOL (COLTON)	EA	7		
99		24" x 24" x 10" D.I.P. TEE (COLTON)	EA	2		
100		24" x 24" x 12" D.I.P. TEE (COLTON)	EA	2		
101		24" x 24" x 24" D.I.P. TEE (COLTON)	EA	3		
102		10" D.I.P. (COLTON)	LF	159		
103		24" D.I.P. (COLTON)	LF	1,457		
104		24" BUTTERFLY VALVE (COLTON)	EA	2		
105		8" GATE VALVE (COLTON)	EA	2		
106		10" GATE VALVE (COLTON)	EA	3		
107		12" GATE VALVE (COLTON)	EA	2		
108		8" TRANSITION COUPLING (COLTON)	EA	2		
109		10" TRANSITION COUPLING (COLTON)	EA	2		
110		12" TRANSITION COUPLING (COLTON)	EA	2		
111		AIR VACUUM ASSEMBLY (COLTON)	EA	7		
112		RELOCATE AIR VACUUM ASSEMBLY (COLTON & RIVERSIDE)	EA	2		
113		BLOW-OFF ASSEMBLY (COLTON)	EA	2		
114		FIRE HYDRANT ASSEMBLY (COLTON)	EA	4		
115		FURNISH AND JACK 36" STEEL CASING	LF	236		
116		HORIZONTAL BEND (COLTON)	EA	9		
117		VERTICAL BEND (COLTON)	EA	8		

ITEM NO.	F	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
118		4" GUARD POSTS	EA	8		
119		10" X 8" REDUCER (SBMWD)	EA	1		
120		16" CML&C WATER LINE (SBMWD)	LF	997		
121		16" CML EPOXY COATED WATER LINE (SBMWD)	LF	505		
122		8" D.I.P. (SBMWD)	LF	34		
123		12" D.I.P. SPOOL SECTION (SBMWD)	EA	2		
124		12" DUCTILE IRON MJ SLEEVE (SBMWD)	EA	2		
125		8" GATE VALVE (SBMWD)	EA	1		
126		12" GATE VALVE WITH 8" SLEEVE PIPE (SBMWD)	EA	2		
127		16" BUTTERFLY VALVE (SBMWD)	EA	3		
128		8" TEE (SBMWD)	EA	1		
129		16" x 16" x 12" WELDED STEEL TEE (SBMWD)	EA	2		
130		ACCESS PORT (SBMWD)	EA	3		
131		AIR VACUUM ASSEMBLY (SBMWD)	EA	4		
132		BLOW-OFF ASSEMBLY (SBMWD)	EA	5		
133		BUTTSTRAP CONNECTION (SBMWD)	EA	2		
134		FIRE HYDRANT ASSEMBLY (SBMWD)	EA	3		
135		FORCE BALANCED FLEXIBLE EXPANSION JOINT UNIT (SBMWD)	EA	4		
136		FURNISH & JACK 24" STEEL CASING	LF	290		
137		FURNISH & INSTALL 24" STEEL CASING (OPEN CUT METHOD)	LF	409		
138		HOLD DOWN STRAP (SBMWD)	EA	6		
139		HORIZONTAL BEND (SBMWD)	EA	7		
140		VERTICAL BEND (SBMWD)	EA	14		
141		INSULATION FLANGE ASSEMBLY (SBMWD)	EA	13		
142		BAR REINFORCING STEEL (WATER LINE PIPE SUPPORT) (SBMWD)	LB	5,210		
143		MINOR CONCRETE- (WATER LINE PIPE SUPPORT) (SBMWD)	CY	52		
144		PIPE LEAK DETECTION WITHIN CASING ASSEMBLY (SBMWD)	EA	1		
145		SBMWD INTERTIE SYSTEM	EA	1		
146		SERVICE CONNECTION	EA	1		

ITEM NO.	F	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
147		VALVE BOX & SLEEVE (SBMWD)	EA	1		
148		ADJUST WATER VALVE	EA	14		
149		ADJUST WATER MANHOLE	EA	1		
150		RECONSTRUCT WATER MANHOLE	EA	1		
151		REMOVE ASBESTOS PIPE	LS	1		
152		ABANDON 12" PIPE	LF	118		
153		ABANDON 16" PIPE	LF	1,459		
154		DEVELOP WATER SUPPLY	LS	1		
155		REMOVE FIRE HYDRANT ASSEMBLY	EA	5		
156		WALKWAY LIGHTING	LS	1		
157		TRAFFIC SIGNAL AND HIGHWAY LIGHTING FACILITIES	LS	1		
158	F	STRUCTURE EXCAVATION (EMERGENCY ACCESS STRUCTURE)	CY	176		
159	F	STRUCTURE EXCAVATION (CULVERT SLAB)	CY	38		
160	F	STRUCTURE EXCAVATION (HUNTS LANE OVERHEAD)	CY	338		
161	F	STRUCTURE EXCAVATION (MSE WALL)	CY	9,955		
162	F	STRUCTURE EXCAVATION (OVEREXCAVATION)	CY	13,855		
163	F	STRUCTURAL EXCAVATION (TYPE 5 RETAINING WALL)	CY	440		
164	F	STRUCTURE BACKFILL (EMERGENCY ACCESS STRUCTURE)	CY	54		
165	F	STRUCTURE BACKFILL (CULVERT SLAB)	CY	25		
166	F	STRUCTURE BACKFILL (HUNTS LANE OVERHEAD)	CY	186		
167	F	STRUCTURE BACKFILL (TYPE 5 RETAINING WALL)	CY	755		
168	F	IMPORTED BORROW (MSE WALL)	CY	34,215		
169	F	STRUCTURE BACKFILL (OVEREXCAVATION)	CY	13,855		
170	F	EARTH RETAINING STRUCTURE	SF	53,987		
171		FURNISH STEEL PILING (HP 14 X 102)	LF	3,369		
172		DRIVE STEEL PILE (HP 14 X 102)	EA	66		
173		48" Ø CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	445		

ITEM NO.	F	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
174		84" Ø CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	179		
175		PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1		
176	F	STRUCTURAL CONCRETE (EMERGENCY ACCESS STRUCTURE)	CY	356		
177	F	STRUCTURAL CONCRETE (CULVERT SLAB)	CY	180		
178	F	STRUCTURAL CONCRETE (HUNTS LANE OVERHEAD)	CY	1,402		
179	F	STRUCTURAL CONCRETE - FLOATING SLAB (HUNTS LANE OVERHEAD)	CY	21		
180	F	STRUCTURAL CONCRETE (TYPE 5 RETAINING WALL)	CY	258		
181	F	STRUCTURAL CONCRETE (GARDEN WALL)	CY	17		
182	F	STRUCTURAL CONCRETE APPROACH SLAB (TYPE N)	CY	164		
183		ARCHITECTURAL TREATMENT	SF	4,521		
184		SOUND WALL (TYPE 5SW RETAINING WALL)	SF	792		
185		SOUND WALL (ON CIDH PILES)	SF	2,758		
186		GARDEN WALL (MASONRY BLOCK)	SF	2,108		
187		JOINT SEAL (TYPE B - MR=1")	LF	148		
188		JOINT SEAL (TYPE A)	LF	238		
189	F	BAR REINFORCING STEEL (TYPE 5 RETAINING WALL)	LB	21,747		
190	F	BAR REINFORCING STEEL (EMERGENCY ACCESS STRUCTURE)	LB	102,011		
191	F	BAR REINFORCING STEEL (CULVERT SLAB)	LB	31,000		
192	F	BAR REINFORCING STEEL (HUNTS LANE OVERHEAD)	LB	431,705		
193		STAINLESS STEEL DOWELS	LB	335		
194	F	SLOPE PAVING (CONCRETE)	CY	11		
195		MINOR CONCRETE (BARRIER SLAB)	CY	939		
196	F	MISCELLANEOUS METAL (HUNTS LANE OVERHEAD)	LB	2,341		
197		CHAIN LINK RAILING (TYPE 3)	LF	357		
198		CHAIN LINK RAILING (TYPE 6)	LF	2,663		

ITEM NO.	F	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
199		CHAIN LINK RAILING (TYPE 6) GATE	EA	1		
200		CONCRETE BARRIER (TYPE 26)	LF	2,520		
201		CABLE RAILING	LF	277		
202		CONCRETE BARRIER (TYPE 732 MODIFIED)	LF	45		
203		CITY OF COLTON ELECTRIC UTILITY	LS	1		
204		AT&T UTILITY	LS	1		
205		SCE ELECTRIC UTILITY	LS	1		
206		SOIL PREP / FINE GRADING	SF	43,470		
207		TREES - 24" BOX	EA	8		
208		SHRUBS/PERENNIALS - 5 GAL	EA	181		
209		SHRUBS/PERENNIALS - 1 GAL	EA	1,273		
210		VINES - 1 GAL	EA	198		
211		GROUND COVER - FLATS	SF	16,800		
212		TURF	SQ YD	222		
213		3" MULCH AT SHRUBS AND GROUND COVER	CY	580		
214		3/4" CRUSHED GRAVEL (2" DEEP)	SF	7,350		
215		JUTE NET	SF	32,000		
216		2" X 4" REDWOOD HEADER	LF	234		
217		LATERAL LINES, SLEEVES, JOIST, WIRES & TRENCHES	SF	43,470		
218		WATER METER 2"	EA	2		
219		WATER METER 1-1/2"	EA	3		
220		WATER METER 1"	EA	1		
221		ELECTRICAL SERVICE FOR CONTROLLERS AND BOOSTER PUMPS	EA	7		
222		BACKFLOW PREVENTER WITH ENCLOSURE 2"	EA	2		
223		BACKFLOW PREVENTER WITH ENCLOSURE 1-1/2"	EA	3		
224		BACKFLOW PREVENTER WITH ENCLOSURE 1"	EA	1		
225		MASTER VALVES 2"	EA	2		
226		MASTER VALVES WITH BOXES 1-1/2"	EA	3		
227		MASTER VALVES WITH BOXES 1"	EA	1		
228		PRESSURE REGULATOR ASSEMBLY 1-1/2"	EA	1		

ITEM NO.	F	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
229		GATE VALVES WITH BOXES	EA	13		
230		ELECTRICAL CONTROLLER WITH ENCLOSURE 24 STATIONS	EA	7		
231		FLOW SENSOR 1-1/2"	EA	3		
232		QUICK COUPLER VALVE WITH ROUND BOX 1"	EA	47		
233		BOOSTER PUMP	EA	1		
234		REMOTE CONTROL VALVE (RCV) WITH VALVE BOX	EA	48		
235		PLANT ESTABLISHMENT	WD	60		
236		TIE INTO EXISTING IRRIGATION SYSTEM	EA	1		
237		WORK TO BE DONE ON PRIVATE PROPERTY	LS	1		
238		POT HOLING	EA	50		
239		RECORD OF SURVEY	LS	1		
240		CONTRACTOR FURNISHED FIELD OFFICE COMPLEX	LS	1		
241		MAINTAIN EXISTING PLANTER AREAS AND IRRIGATION	LS	1		
242		PORTABLE CHANGEABLE MESSAGE SIGNS	EA	2		
243		MOBILIZATION (10% OF TOTAL COST)	LS	1		
244		TOTAL				

F = Final Pay Item

SAN BERNARDINO ASSOCIATED GOVERNMENTS

BID FORM C11184

(Continued)

9. It is understood that Commission reserves the right to reject the Bid and that it shall remain open and not withdrawn for a period of sixty (60) calendar days from the date prescribed from the Bid opening.
10. In accordance with the provisions of Sections 1860 and 1861 et. seq. of the California Labor Code, every contractor will be required to secure the payment of compensation of his employees. Each contractor to whom a public works contract is awarded shall certify that he/she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract.
11. In accordance with California Public Contract Code Section 10232, the contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the contractor within the immediately preceding two year period because of the contractors failure to comply with any order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.
12. Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in the Contract. Should he/she be awarded the contract for work, Bidder further certifies that he/she can meet all Contract requirements for insurance including insurance coverage of his/her subcontractors.
13. Bidder hereby lists the names of all persons interested in the forgoing Bid as principals and are as follows:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof authorized to execute this Bid; If a co-partnership, state true name of firm, names of all individual co-partners composing firm; If bidder or other interested person is an individual, state first and last names in full.

BID FORM C11184

(Continued)

14. Bidder has attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

Now in compliance with IFB C-11184, the undersigned certifies under penalty of perjury under the laws of the State of California, that the statements within the foregoing Bid, including, without limitation, the questionnaire and statements provided for in Public Contract Code Sections 10162, 10232 and 10285.1, are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Code of Administrative Regulations). By my signature on this Bid, I further certify, under penalty of perjury of the laws of the State of California and the United States of America, that the Non-collusion Affidavit required under Title 23, United States Code, Section 112 and the State of California Public Contract Code Section 7106; and the Title 49 CFR, Part 29, "Debarment and Suspension" are true and correct.

This declaration executed in California, at (place)_____ on (date)_____

Business Type: (Check only one) Corporation _____ Partnership _____ Sole Proprietorship_____

Corporation organized under the laws of the State of: _____

Bid and Certification submitted by: _____
Company Name

SIGN HERE

Signature of Authorized Representative of Bidder

Print Name and Title

Note:

If the Bidder is a corporation, the legal name of the corporation shall be set forth above with the signature of the officers authorized to sign contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Commission prior to opening of bids or submitted with bid; otherwise, the bid will be disregarded as irregular and unauthorized.

**SAN BERNARDINO ASSOCIATED GOVERNMENT
HUNTS LANE GRADE SEPARATION PROJECT**

**BIDDERS BOND
C11184**

KNOW ALL MEN BY THESE PRESENTS:

That, _____(contractor's name) (hereafter "contractor") as principal and Bidder, and _____ (Surety Company) (hereafter "Surety"), as surety for this bond, provide this forfeiture bond to San Bernardino Associated Governments (hereafter "Owner") as beneficiary. Surety shall be an admitted surety insurer as defined in Section 995.120 of the California Code of Civil Procedure.

Contractor and Surety are firmly bound unto the Owner in the penal sum of ten percent (10%) of the total aggregate amount of the Bid of the above contractor, submitted by said contractor to Owner for the work described below (hereafter "Penal Sum"), for the payment of which sum in lawful money of the United States, well and truly to be made, contractor and Surety bind ourselves, our heirs, executors, administrators, and successors, and assigns, jointly and severally, firmly by these presents. The Penal Sum shall be forfeited in its entirety to Owner, without consideration as to the amount of actual damages incurred by owner, if Principal fails to enter into the Contract for the work described in "Invitation For Bids C__11184 and fails to furnish the necessary performance and payment bonds and insurance.

A Bid Bond has been submitted by contractor to owner and delivered to and received by the Owner located at:

**1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715**

IN WITNESS WHEREOF, we hereunto set our hands and seals on this day of _____ 2011.

Principal: _____

Dated _____

Signature of Principal

Surety

Address

City, State and Zip

Dated _____

Signature of Surety

NOTE: Signatures of those executing for Surety MUST be properly acknowledged.

NOTE: This form may be reproduced for transmittal to the Surety for execution and attached to the front of this the original Bid Bond Form.

**CERTIFICATE OF ACKNOWLEDGMENT
BIDDERS BOND**

CONTRACT C11184

State of California

County of _____

On this ____ day of _____ in the year 20____ before me, _____ personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument as the attorney-in-fact of, and acknowledged to me that he/she/they subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

WITNESS my hand and official seal.

Signature

Seal

SAN BERNARDINO ASSOCIATED GOVERNMENTS

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the Bidder declares that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I declare under the penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Date: _____

Principal Officer of:

(Name and Address of Contractor)

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Contract No. C11184

LISTING OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et seq. of the Public Contract Code of the State of California, and any amendments thereof, the undersigned has set forth below the name, the address, and a description of the portion of work for each subcontractor who will perform work or labor or render services to the undersigned in or about the construction of the work or improvement to be performed in an amount over \$10,000 or 0.5% of the total contract Bid price, whichever is greater.

Subcontractor: (This section to be completed at time of bid submittal)

Name

Address

City, State & Zip Code

Portion of work:

Subcontractor:

Name

Address

City, State & Zip Code

Portion of work:

(This section to be completed and submitted within 24 hours after bid opening.)

Bid item number, description and percentage of bid item
(See Note 2 below)

Bid item number, description and percentage of bid item
(cont'd)

Bid item number, description and percentage of bid item
(See Note 2 below)

Bid item number, description and percentage of bid item
(cont'd)

By:

Bidder's Signature

Note: 1) This form may be reproduced and attached behind this page to list additional subcontractors.

2) Information regarding the bid item number, description and percentage of each subcontracted bid item maybe submitted with your bid or faxed within 24 hours after bid opening to (909) 885-4407.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

As prescribed in 22.810(b), insert the following provision: Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity for Construction (Feb. 1999), - (A) The Bidders attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation. (B) The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade is	19.0%
Goals for female participation for each trade each trade is	6.9%

These goals are applicable to all the contractor's construction work performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, the contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office. (C) The contractor's compliance with Executive Order 11246, as amended, and the regulations in [41 CFR 604](#) shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled Affirmative Action Compliance Requirements for Construction, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor, or from project to project, for the sole purpose of meeting the CONTRACTOR's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in [41 CFR 604](#). Compliance with the goals will be measured against the total work hours performed. (D) The contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the (1) Name, address, and telephone number of the subcontractor; (2) Employer's identification number of the subcontractor; (3) Estimated dollar amount of the subcontract; (4) Estimated starting and completion dates of the subcontract; and (5) Geographical area in which the subcontract is to be performed. (E) As used in this Notice, and in any contract resulting from this solicitation, the covered area is San Bernardino, California.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Bidder _____, proposed subcontractor _____, hereby certifies that **he has _____ or has not _____**, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 1114, or 11246 and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause as set forth in 41 CFR 560-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period of such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

**BIDDERS CERTIFICATE OF COMPLIANCE REGARDING
WORKERS COMPENSATION INSURANCE**

In conformance with current statutory requirements of Section 1860 et. seq., of the Labor Code of the State of California, the undersigned confirms the following:

“As the Bidder, I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

Bidder Name: _____

Signature: _____

Name and Title: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

NON LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

I, _____(Firm Name) as the Bidder certifies, by signing and submitting this Bid, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Executed this _____ day of _____, 2011

By: _____
Signature of Bidder's authorized official

SAN BERNARDINO ASSOCIATED GOVERNMENTS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action in item 1. If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes, e.g. RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official(s). Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)		b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A if necessary)</div>		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.		Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction

L:\CAMM\CAROLINA\RFP\CFR\FINAL REQUEST FOR PROPOSALS.DOC

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____

Page _____ of _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

CALIFORNIA PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with California Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire.

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

☐ Yes

☐ No

If the answer is yes, explain the circumstances in the space below.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

CALIFORNIA PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with California Public Contract Code Section 10285.1, the Bidder hereby declares under penalty of perjury that the Bidder, nor any subcontractor listed by the Bidder for this Bid **has** ☐, **or has not** ☐ been convicted by a court of competent jurisdiction within the preceding three (3) years of any offenses referred to in the section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employees thereof, as referred to in Section 10285.1.

NOTE: The Bidder must place a check mark after “has” or “has not” in one of the blank spaces provided.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Instructions for Certification Regarding Debarment, Suspension

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

Each Bidder shall complete the “Certification of Debarment, Suspension and other Responsibility Matters” included in this IFB for itself and its principals, and submit the certification with its Bid. Failure to submit the certification may result in the rejection of the Bid.

If a Bidder plans to use subcontractors on this project, the Bidder shall have all subcontractors with contracts in excess of \$25,000 complete the certification entitled “Certification Regarding Debarment For Lower Tier Covered Transactions” for and **submit that certification within ten (10) working days after Notice of Award.**

By signing and submitting this Bid, the prospective primary participant is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Commission’s determination whether to enter into this transaction. However, **failure of the Bidder to furnish a certification or an explanation shall disqualify such person from participation in this transaction.**

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this Bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact Commission to which this Bid is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this Bid that, should the

proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this Bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 29, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Instructions for Certification Regarding
Debarment, Suspension – Lower Tier Covered Transactions**

Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

By signing and submitting this Bid, the prospective lower tier (subcontractor) is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this Bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal or bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this Bid that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The _____
Firm Name/Principal

Certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local), with commission of any of the offenses enumerated in paragraph 2 herein; and
4. Have not within a three-year period preceding this Bid had one or more public transaction (federal, state or local) terminated for cause or default.

If unable to certify to any of these statements in this certification, the primary participant (Bidder) shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm Name/Principal

Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq., are applicable.

Signature and Title of Authorized Official: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER TIER COVERED TRANSACTIONS**

The _____
Firm Name/Principal

Certifies by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, such participant(s) shall attach an explanation to this Bid.

THE LOWER TIER PARTICIPANT: _____
Firm Name/Principal

Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable.

Signature and Title of Authorized Official: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

BIDDER'S CERTIFICATION OF COMPLIANCE TO BUY AMERICA REQUIREMENTS FOR STEEL, IRON AND MANUFACTURED PRODUCTS

The Buy America requirements contained within the United States Code of Federal Regulations, Title 23, Section 635.410 (23CFR635.410) apply to all federal aid projects. Buy America requirements apply to all foreign steel, iron materials, and manufactured iron regardless of the percentage they comprise in a manufactured product or the form they may take.

The Bidder hereby certifies that they will furnish and install only domestic steel and iron materials in federal aid projects, in conformance with the provisions of 23 CFR 635.410. To be considered a domestic material, all manufacturing processes must take place domestically. Manufacturing begins with the initial melting and mixing and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source of material. The manufacturing process for steel and iron products is considered complete when the product is ready for use in items such as fencing, posts and girders. It could also be considered complete if the material could be incorporated as components of a more complex product through a further manufacturing process, as is the case for a traffic signal head. The final assembly process does not need to be accomplished domestically so long as the steel or iron component is only installed and no manufacturing process is performed on the steel or iron component. By affixing their signature below, the Bidder hereby affirms and certifies that it will comply with all requirements of 23 CFR, Part 635.

Signature and Title of Authorized Official: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

BIDDER'S CERTIFICATION OF COMPLIANCE TO CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

By submission of this Bid, the Bidder, Federal-aid construction contractor, or subcontractor, as appropriate, hereby certifies:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed hereunder.
3. That the firm shall promptly notify the Commission of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included these requirements in every nonexempt subcontract, and further agree to take such action as the government may direct as a means of enforcing such requirements.

Signature and Title of Authorized Official: _____



SAMPLE CONTRACT

CONTRACT NO. C11184

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

FOR

HUNTS LANE GRADE SEPARATION PROJECT

This Contract, is effective on the Effective Date as defined herein, by and between the San Bernardino County Transportation Commission (referred to hereinafter as “COMMISSION”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, _____ (referred to hereinafter as “CONTRACTOR”) whose address is _____.

The COMMISSION and CONTRACTOR are each a “Party” and collectively the “Parties” herein.

RECITALS

WHEREAS, COMMISSION has determined that it requires construction of Hunts Lane Grade Separation Project; and

WHEREAS, the work described herein cannot be performed by the employees of COMMISSION; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform these services identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents:

- a) Advertisement For Bids, first publication date 10/10/11.

- b) Bidder's Bid dated _____.
 - c) The Project Plans dated May 23, 2011 and Special Provisions dated October 10, 2011 for the work to be done are entitled **Hunts Lane Grade Separation Project**, Federal project No. PNRSCML-6053(095) & HPLUL-6053(096).
 - d) California Department of Transportation Standard Plans, dated 2006, the Standard Specifications dated 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.
 - e) Drawings, entitled _____.
 - f) Addenda No's _____.
7. The Project Plans dated May 5, 2011 and Invitation for Bid, and Special Provisions dated October 10, 2011 for the work to be done are entitled:

ARTICLE 2. SCOPE OF WORK

CONTRACTOR agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the Base Bid to be paid by COMMISSION in the amount of \$ _____.

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a payment bond, in the form provided by COMMISSION in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in the form provided by COMMISSION in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to COMMISSION within ten (10) working days of the Notice of Award of this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion.

ARTICLE 4. RETENTION/PROMPT PAYMENT

Pursuant to CFR 26.29, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 30 days from when the CONTRACTOR receives payment from the COMMISSION. COMMISSION shall hold retainage from CONTRACTOR of ten percent (10%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by COMMISSION of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with COMMISSION's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed

to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of; a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE contractors.

ARTICLE 5. COMPENSATION

The COMMISSION agrees to pay, and the CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of _____ **DOLLARS AND CENTS** (), subject to additions and deductions, if any, in accordance with said documents [including without limit that compensation due for unit price work shall be the actual number of such units performed multiplied by the unit price]. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety percent (90%) of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project.

**ACCEPTED BID
SCHEDULE IS
INSERTED HERE
AFTER AWARD OF
PROJECT**

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensations set forth in this Contract shall be inclusive of all a) local, municipal, state and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated or available for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by COMMISSION at the end of the period for which funds are available. When COMMISSION becomes aware that any portion of work, which will or may be affected by a shortage of funds, it will notify CONTRACTOR within fifteen (15) days. Nothing herein shall relieve COMMISSION from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to COMMISSION in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide COMMISSION, the U.S. Department of Transportation (DOT), or other authorized representatives or agents of COMMISSION, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by COMMISSION, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow COMMISSION or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until the COMMISSION has issued a written Notice To Proceed (NTP).

ARTICLE 10. CONTRACTORS LICENSE

CONTRACTOR agrees that he is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the following minimum specific requirement activities of EEO:

11.1.1 CONTRACTOR will work with the COMMISSION and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to the COMMISSION in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate COMMISSION and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR' EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

11.3.3 All personnel who are engaged in direct recruitment for the project will be

- instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.
- 11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- 11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.
- 11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR' compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)
- 11.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- 11.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- 11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- 11.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- 11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.
- 11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- 11.6.1 Consistent with CONTRACTOR' work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
- 11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:
- 11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- 11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each

union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to the COMMISSION and shall set forth what efforts have been made to obtain such information.

11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify the COMMISSION.

11.8 Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. The CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR' shall obtain lists of DBE construction firms from COMMISSION DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the COMMISSION and the FHWA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the

project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

11.9.1 CONTRACTOR will submit an annual report to the COMMISSION each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to COMMISSION, in writing, of any conflict of interest issues as soon as they are known to CONTRACTOR.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by COMMISSION, shall deliver to COMMISSION the original of all such products which shall become the property of COMMISSION.
- 13.2 All materials, documents, data or information obtained from COMMISSION's data files or any COMMISSION medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of COMMISSION. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of COMMISSION.
- 13.3 Except as reasonably necessary for the performance of Services, CONTRACTOR and its employees and agents shall hold in confidence the materials and information referred to in this Article, which are produced by CONTRACTOR for COMMISSION in the performance and completion of CONTRACTOR'S Services under this Contract, until released in writing by COMMISSION, except to the extent such materials and

information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

- 13.4 CONTRACTOR shall not use COMMISSION'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of COMMISSION.
- 13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by COMMISSION unless otherwise agreed to by CONTRACTOR and COMMISSION.
- 13.6 CONTRACTOR agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of COMMISSION, any information obtained by CONTRACTOR from or through COMMISSION in connection with CONTRACTOR' performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from COMMISSION pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from COMMISSION and who had, to CONTRACTOR' knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

- 14.1 Termination For Convenience – COMMISSION shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall discontinue performance of Services and shall preserve work in progress and completed work (“Work”), pending COMMISSION’s instruction, and shall turn over such Work in accordance with COMMISSION's instructions. CONTRACTOR shall deliver to COMMISSION, in accordance with COMMISSION instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by COMMISSION. Upon such delivery, CONTRACTOR may then invoice COMMISSION for payment in accordance with the terms hereof. If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from COMMISSION as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination. CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR

to return CONTRACTOR' field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with COMMISSION's instructions plus the actual cost necessarily incurred in effecting the termination.

- 14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, COMMISSION may, without prejudice to any other rights or remedies COMMISSION may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any services of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by COMMISSION, COMMISSION may take possession of the deliverables and finish Services by whatever method COMMISSION may deem expedient. A waiver by COMMISSION of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination, CONTRACTOR shall deliver to COMMISSION all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by COMMISSION.

- 14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to COMMISSION, satisfactory in form and content to COMMISSION and verified by COMMISSION. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall, at the CONTRACTOR's expense, and prior to commencement of any work, procure and maintain in full force insurance from the beginning of the work through final acceptance by COMMISSION. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to COMMISSION through the expiration of the

patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of A-VII or better, and shall be written with at least the following limits of liability:

15.1 Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California and/or the requirements of Union Pacific Railroad. Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

The policy must contain the following endorsement, which must be stated on the certificate of insurance: Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Union Pacific Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

15.2 Liability Insurance – CONTRACTOR shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the CONTRACTOR providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.

15.2.1 Liability Limits/Additional Insureds - Insurance shall be written on ISO occurrence form 00 01 12 04 (or a substitute form providing equivalent coverage) and the policy must contain the following endorsement, which must be stated on the certificate of insurance:

- (a) Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- (b) Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

The limits of liability shall be at least:

- (a) \$5,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$10,000,000 general aggregate. This general aggregate limit shall apply separately to

the Contractor's work under this Agreement.

- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$20,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

15.3 COMMISSION, the State of California, UPPR, City of Colton, City of San Bernardino and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this contract. Coverage for such additional insureds shall not extend to liability:

- (a) Arising from any defective or substandard condition of the Roadway which existed at or prior to the time the CONTRACTOR commenced work, unless such condition has been changed by the work or scope of the work requires the CONTRACTOR to maintain existing Roadway facilities and the claim arises from the CONTRACTOR's failure to maintain; or
- (b) For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONTRACTOR which occurred during the course of the work; or

- (c) To the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by COMMISSION will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

15.4 Automotive Liability Insurance – CONTRACTOR shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than \$5,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under "Liability Limits/Additional Insureds," shall also apply to automobile liability.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- (a) Coverage for Certain Operations in Connection with Railroads ISO form CA 20

70 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Railroad Company Property” as the designated job site.

- (b) Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) if required by law.

- 15.5 Railroad Protective Liability Insurance – CONTRACTOR shall carry Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) naming COMMISSION, the State of California, City of Colton, City of San Bernardino, and UPRR as a Named Insured covering all operations by or on behalf of CONTRACTOR providing insurance for bodily injury liability, and property damage liability. The limits of liability shall not be less than \$5,000,000 per occurrence and aggregate of \$10,000,000. A binder stating the policy is in place must be submitted to COMMISSION and UPRR before the work may be commenced and until the original policy is forwarded to COMMISSION.
- 15.6 Builder’s Risk Insurance –CONTRACTOR shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “Special Form Cause of Loss” or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a replacement cost basis. This insurance shall include interests of COMMISSION, the CONTRACTOR and its sub-contractors in the Project as insureds as their interest may appear. The insurance shall cover without limitation, loss or damage to the work arising from the perils covered under “Special Form Cause of Loss” form coverage including, without duplication of coverage for theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR’s services and expenses required as a result of such loss. During the Project construction period, the COMMISSION, CONTRACTOR and its sub-contractors shall mutually waive all rights of recovery for damages caused by fire or other perils covered by the Builders Risk “Special Form Cause of Loss” insurance. All applicable policies of insurance covering the work or the property of the CONTRACTOR or sub-contractor shall be endorsed to provide a waiver of subrogation in favor of the COMMISSION, CONTRACTOR and sub-contractors as their interest may appear.
- 15.7 Waiver of Subrogation Rights - CONTRACTOR shall require the carriers of the above required coverage’s to waive all rights of subrogation against COMMISSION, the State of California, City of Colton, City of San Bernardino, and their authorized officers, employees, agents and volunteers, CONTRACTORS and subcontractors. This waiver must be stated on the certificate of insurance.
- 15.8 Policy Forms, Endorsements and Certificates – The CONTRACTOR’s General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at

least as broad as policy form No. CG0001.

- 15.9 Proof of Insurance – Evidence of insurance in a form acceptable to COMMISSION, including the required “additional insured” endorsements, shall be provided within 10 business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish COMMISSION with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, the CONTRACTOR will provide COMMISSION 30 days’ notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium the CONTRACTOR will provide COMMISSION 10 days’ notice. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy, and shall also include the Contract Number and Project Manager’ name on the face of the certificate. COMMISSION may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of COMMISSION. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusion is at the discretion of COMMISSION. Regardless of the allowance of exclusions or deductions by COMMISSION, the CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to COMMISSION is consistent with the requirements of this section.
- 15.10 Enforcement – COMMISSION may take any steps as are necessary to assure CONTRACTOR’s compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of Contract. In the event the CONTRACTOR fails to maintain any insurance coverage required, COMMISSION may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or terminate this Contract. The required insurance shall be subject to the approval of COMMISSION, but any acceptance of insurance certificates by COMMISSION shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR’s duties and responsibilities under the Contract to indemnify, defend and hold harmless COMMISSION, the State of California, City of Colton, City of San Bernardino, UPRR, and their authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COMMISSION from taking other actions as is available to it under any other provision of the contract or law. Failure of COMMISSION to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.
- 15.11 Miscellaneous – Nothing contained in this Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the

Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE 16. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COMMISSION) and hold harmless COMMISSION and its authorized officers, employees, agents and volunteers (indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 17. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of COMMISSION when prepared, whether delivered to COMMISSION or not.

ARTICLE 18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. COMMISSION shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance or as to the manner, means and methods by which work is to be performed. All workers furnished by CONTRACTOR pursuant to this Contract, and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of COMMISSION.

ARTICLE 19. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the Indemnification provision.

ARTICLE 20. BONDS

As a condition of issuance of the Notice To Proceed, CONTRACTOR agrees to furnish to COMMISSION a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the original contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the original contract amount. These bonds shall be secured from a surety company (ies) admitted in the state of California and satisfactory to COMMISSION. Bonds shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased, COMMISSION may in its sole discretion, require an increase in the amount of the bonds or new bonds covering the increased amount. These bonds are to be in effect from Notice To Proceed through the term of this Contract.

ARTICLE 21. PRECEDENCE

The Contract documents consist of these general terms and conditions and the specifications, drawings and special provisions referenced herein and incorporated by this reference. The following order of precedence shall apply: a) this Contract and all attachments; b) COMMISSION's IFB provisions; c) CONTRACTOR's Bid; all other documents, if any, cited herein or incorporated by reference.

ARTICLE 22. COMMUNICATIONS/NOTICES

All notices and communications permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other party in writing. All communications pursuant to or in connection with this Contract shall be marked with COMMISSION's contract number.

To CONTRACTOR	To COMMISSION
	San Bernardino Associated Governments
	1170 W. 3 rd Street, 2 nd Floor
	San Bernardino, CA 92410
Attn:	Attn: Mr. Garry Cohoe
Phone:	Phone: (909) 884-8276

ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San

Bernardino Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 25. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highways Administration (FHWA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR' failure to comply shall constitute a material breach of Contract.

ARTICLE 26. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to COMMISSION for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay COMMISSION the sum of \$,8,700 per each calendar day of delay as identified in the weekly statement of working days issued by the COMMISSION. COMMISSION shall not withhold liquidated damages if the delay is determined by COMMISSION to be excusable in accordance with the Force Majeure article of this Contract. COMMISSION may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 27. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from COMMISSION.

ARTICLE 28. SUBCONTRACTS

28.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by COMMISSION. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR' own organization (23

CFR 635).

28.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

28.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

28.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full Commission to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as COMMISSION determines is necessary to assure the performance of the Contract.

28.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of COMMISSION, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after COMMISSION has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, Section 4100 et. seq. COMMISSION's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. COMMISSION reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 29. COORDINATION WITH OTHER CONTRACTS

COMMISSION may undertake or award other contracts for work, and CONTRACTOR shall

cooperate fully with the other CONTRACTOR' and COMMISSION's employees or agents and carefully fit its own work to such additional work as may be directed by COMMISSION. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by COMMISSION.

ARTICLE 30. DAVIS BACON WAGE REQUIREMENTS

- 30.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.
- 30.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in herein. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under of this section) and the Davis-Bacon poster (WH1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- 30.3 COMMISSION shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Contract shall be classified in conformance with the wage determination. COMMISSION shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable

relationship to the wage rates contained in the wage determination.

- 30.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and COMMISSION agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by COMMISSION to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the COMMISSION or will notify COMMISSION within the 30-day period that additional time is necessary.
- 30.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and COMMISSION do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), COMMISSION shall refer the questions, including the views of all interested parties and the recommendation of COMMISSION, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise COMMISSION or will notify the COMMISSION within the 30-day period that additional time is necessary.
- 30.6 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, should be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- 30.7 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- 30.8 If CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 30.9 Withholding - COMMISSION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so

much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Contract, COMMISSION may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- 30.10 Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described herein, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- 30.11 Apprenticeship - If CONTRACTOR employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- 30.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to COMMISSION. The payrolls submitted shall set out accurately and completely all of the information required to be maintained Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029005000141), U.S. Government Printing Office,

Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

- 30.12.1 Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - 30.12.2 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the Statement of Compliance required by this section. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - 30.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the COMMISSION or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- 30.13 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person

is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CONTRACTOR's or subcontractors registered program shall be observed.

30.13.1 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

30.14 Trainees - Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be

paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- 30.15 Compliance with Copeland Act requirements - CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as COMMISSION may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 30.16 Contract termination – debarment- A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.
- 30.17 Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- 30.18 Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and COMMISSION, the U.S. Department of Labor, or the employees or their representatives.

- 30.19 Certification of eligibility- (i) By entering into this Contract, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR' firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- 30.20 Contract Work Hours and Safety Standards Act- COMMISSION shall cause or require the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- 30.21 Overtime requirements- No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 30.22 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
- 30.22.1 Withholding for unpaid wages and liquidated damages - COMMISSION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,

which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

30.23 Subcontracts - CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

30.23.1 In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, COMMISSION shall insert a clause requiring that the CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, COMMISSION shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of COMMISSION and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 31. SAFETY

In the performance of this Contract, CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as COMMISSION may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or

authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

ARTICLE 32. UNDERUTILIZED DISADVANTAGE BUSINESS ENTERPRISES

- 32.1 COMMISSION, as a recipient of federal financial assistance, is required to implement a Underutilized Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The COMMISSION has set a contract specific goal of 6% for this project. CONTRACTOR shall furnish all documentation satisfactory to COMMISSION that the work committed to UDBE's was actually performed by UDBE's. Requests for progress payments shall include a summary of payments (Form 315) actually made to UDBE's during the invoice period, which includes a total of all payments made to **all** subcontractors under this Contract. UDBE participation shall be credited toward the overall UDBE goal only when payments are actually made to the UDBE firms. CONTRACTOR shall submit on the 15th of every month to COMMISSION' Contract Compliance Officer, Form 315. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors", Form 17-F and submit with the final invoice.
- 32.2 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as COMMISSION may deem appropriate.

ARTICLE 33. NONSEGREGATED FACILITIES

- 33.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- 33.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks,

locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- 33.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

ARTICLE 34. RECORD OF MATERIALS, SUPPLIES AND LABOR

CONTRACTOR agrees to become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by CONTRACTOR of Highway Construction Involving Federal Funds," prior to the commencement of work under this Contract. CONTRACTOR shall also maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47. CONTRACTOR shall furnish, upon the completion of the Contract, to COMMISSION on Form FHWA-47 together with the data required in this Article relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned. At the CONTRACTOR' option, either a single report covering all contract work or separate reports for the CONTRACTOR and for each subcontract shall be submitted.

ARTICLE 35. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR', suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or

whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

ARTICLE 36. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of COMMISSION, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 37. CONFIDENTIALITY

Any COMMISSION materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by COMMISSION. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without written approval from COMMISSION.

ARTICLE 38. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This provision does not include convicts who are on parole or probation.

ARTICLE 39. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal,

handling and storage of materials, availability of labor, water, electricity and roads and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by COMMISSION, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty of cost of successfully or interpretations made by CONTRACTOR on the basis of the information made available by COMMISSION.

ARTICLE 40. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act as amended, (42 USC 6962), including but not limited to the 40 CFR part 247 and Executive Order 12873, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 41. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 42. FORCE MAJEURE

CONTRACTOR shall not be in default of this Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons; riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government, and fires, severe weather, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 43. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 44. EFFECTIVE DATE

The date that this Contract is executed by COMMISSION shall be the Effective Date of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first written below, but effective as of the day and year first set forth above.

CONTRACTOR:

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

By: _____
Name and Title

By: _____
Larry McCallon
President, Board of Directors

Date: _____

Date: _____

Licensed in accordance with an act providing
for registration of contractors:

License Number

Federal Employer
Identification Number

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
General Counsel

Date: _____

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

BOND FORMS

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Contract No. C11184

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That the San Bernardino Associated Governments of the State of California (hereinafter referred to as (COMMISSION) and _____ (hereinafter referred to as Principal) have by written agreement dated, _____ 2012, entered into a contract identified as:

CONTRACT No.: C 11184

(Hereinafter referred to as the Contract); and that, pursuant to law and said Contract, and before entering upon the performance of said Contract, the principal is required to file with COMMISSION a good and sufficient bond to secure the payment of labor and materials claims.

NOW, _____ THEREFORE, _____ said _____ Principal _____ and as corporate surety (hereinafter referred to as Surety), are held firmly bound unto COMMISSION in the amount of \$ _____ (\$ _____) for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 3181 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, companies and corporations named or referred to in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that all alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the contract may be made without securing consent of the Surety on this bond, and any such actions shall not in any way affect the obligations of the Surety on this bond. Surety does hereby waive notice of any alterations, extensions of time, extra and additional work to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by COMMISSION and judgment is recovered, Surety shall pay all costs incurred by COMMISSION in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal: _____

Dated _____

Signature of Principal

Surety

Address

City, State and Zip

Dated _____

Signature of Surety

NOTE: Signatures of those executing for Surety MUST be properly acknowledged.

NOTE: This form may be reproduced for transmittal to the Surety for execution.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Contract No. C11184

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That the San Bernardino Associated Governments of the State of California (hereinafter referred to as COMMISSION) and _____ (hereinafter referred to as Principal) have by written agreement dated _____, 2012, entered into a contract identified as:

CONTRACT NO. C11184

(Hereinafter referred to as the Contract); and that, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and _____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto COMMISSION in the amount of \$ _____ (\$ _____) for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration made as herein provided, in his/her or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless, COMMISSION its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and affect.

And the said Surety, for value received, hereby stipulates and agrees that all alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the contract may be made without securing consent of the Surety on this bond, and any such actions shall not in any way affect the obligations of the Surety on this bond. Surety does hereby waive notice of any alterations, extensions of time, extra and additional work to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by COMMISSION and judgment is recovered, Surety shall pay costs incurred by COMMISSION in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

	Principal: _____
Dated _____	_____ Signature of Principal
	_____ Surety
	_____ Address
	_____ City, State and Zip
Dated _____	_____ Signature of Surety

NOTE: Signatures of those executing for Surety MUST be properly acknowledged.

NOTE: This form may be reproduced for transmittal to the Surety for execution.

ATTACHMENT A
IFB DBE/UDBE
SOLICITATION LANGUAGE

UDBE/DBE IFB SOLICITATION LANGUAGE

A. COMMISSION’S RESPONSIBILITY

It is San Bernardino Associated Governments (SANBAG) policy to provide disadvantaged, minority, and women-owned business enterprises, as defined in Title 49 CFR Part 26, an equitable opportunity to participate in all contracting opportunities. The Commission’s agreements with Federal Transit Administration (FTA) and Federal Highways Administration (FHWA) regarding its DBE programs, which include minority and women-owned business enterprises, are designed to administer contracts, Contractor selection, and all related procurement activities without regard to race, color, religion, disability, political beliefs, age, national origin, gender, veteran status, or cultural background. Accordingly, no firm or individual shall be denied the opportunity to compete for Commission contracts by reasons so stated or implied.

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Caltrans and the Commission have adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.”

This DOT-assisted project is subject to these stipulated regulations. In order to ensure that the Commission achieves its overall DBE Program goals and objectives, the Commission encourages the participation of small businesses, including DBEs as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with U.S. DOT funds. In addition, this project is subject to Caltrans Underutilized Disadvantaged Business Enterprise (UDBE) requirements.

In the event of any conflicts or inconsistencies between the CFR and the Commission’s DBE Program with respect to DOT-assisted contracts, the CFR shall prevail.

B. UDBE GOAL

The Commission has established a goal for the participation by UDBEs of 6% of the total Contract value. If the awarded firm has a total UDBE commitment (15 G-1) in excess of the UDBE goal, the firm will be held to the higher commitment amount.

Only UDBEs who meet the definition contained within these provisions and who have been

certified at the time of Bid opening may be credited toward the goal.

If the UDBE goal is not met, the firm must demonstrate that adequate good faith efforts were made to meet the goal.

Specific instructions and copies of required forms are included in this Attachment.

C. DEFINITIONS

The following definitions apply to the terms as used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Underutilized Disadvantaged Business Enterprise (UDBE)"** is a certified DBE owned by one (1) of the following four (4) groups: African American, Asian-Pacific American, Native American and Women owned businesses, which were identified in the 2007 Caltrans Availability and Disparity Study.
3. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$22.41 million over the previous three fiscal years.
4. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Commission pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

- c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, Burma, Thailand, Malaysia, Indonesia the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas, Macao. Fiji, Tonga, Kirbati, Juvalu, Naura, Micronesia, or Hong Kong;
 - e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; and
 - f. Women, regardless of ethnicity or race.
5. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
 6. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies articles, or equipment required under the contract and of the general character described by specifications.
 7. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
 8. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration to meet the social and economic disadvantage criteria described below.
 - a. Social Disadvantage
 - 1) The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
 - 2) The individual must demonstrate that he/she has personally suffered social

disadvantage.

- 3) The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 4) The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
- 5) The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 6) A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

b. Economic Disadvantage

- 1) The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
- 2) The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

availability of financing
bonding capability
availability of outside equity capital
available markets

With respect to the individual and the business concern:

personal and business assets
personal and business net worth
personal and business income and profits

D. UDBE BID SUBMISSION REQUIREMENTS

1. The following forms must be submitted with the Bid:

a. Local Agency Bidder UDBE Commitment (Exhibit 15-G1)

If the Bidder is a UDBE or intends to utilize UDBE subcontractors and/or purchase goods or services from UDBE vendors or UDBE suppliers in the performance of this contract, the bidder shall provide the following information for every UDBE firm who will be proposed and/or listed to participate to facilitate capturing UDBE participation under this contract:

- 1) The complete name and address of each UDBE who will participate in the contract;
- 2) A description of the work that each UDBE will perform or provide;

- 3) The dollar amount of the work to be performed or provided by the UDBE;
- 4) Valid UDBE Certification eligibility status, in conformance with 49 CFR, Part 26.

b. “Bidders List” (Exhibit 12-G)

The U.S. Department of Transportation (DOT) requires the Commission to maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose or quote on the Commission’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Commission’s overall annual DBE goal-setting process. Therefore, the bidder shall provide the requested information for every firm who submitted a bid, proposal or quote, including the primary bidder, whether successful or unsuccessful in their attempt to obtain a contract:

- 1) Firm name;
- 2) Firm address;
- 3) Phone number;
- 4) A description of the work that each DBE will perform;
- 5) Range of annual gross receipts for the last year.

The “Bidders List” information must be submitted on **Exhibit 12-G** and submitted with the Bid.

2. The following forms must be submitted no later than four (4) business days after Bid submittal:

a. Local Agency Bidder DBE Commitment (Exhibit 15-G2)

If the Bidder is a DBE or intends to utilize DBE subcontractors and/or purchase goods or services from DBE vendors or DBE suppliers in the performance of this contract, the bidder shall provide the following information for every DBE firm who will be proposed and/or listed to participate to facilitate capturing DBE participation under this contract:

- 1) The complete name and address of each DBE who will participate in the contract;
- 2) A description of the work that each DBE will perform or provide;
- 3) The dollar amount of the work to be performed or provided by the DBE;
- 4) Valid DBE Certification eligibility status, in conformance with 49 CFR, Part 26.

b. Good Faith Efforts (Exhibit 15-H)

The Commission has established an Underutilized Disadvantaged Business Enterprise (UDBE) goal for this project. The lowest, second lowest and third lowest bidders shall submit **Exhibit 15-H** to document adequate good faith efforts. Bidders should submit **Exhibit 15-H** even if the “Local Agency Bidder – UDBE Commitment” form (15-G1) indicates that the bidder has met the UDBE goal. This

will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Contractors must submit Good Faith Efforts information on **Exhibit 15-H** and include supporting documentation no later than four (4) working days after bid submittal.

3. The following form must be submitted by the 15th of each month during the course of the project:

- a. **Summary of Disadvantaged Business Enterprise (DBE) – Subcontractors Paid Monthly Report (SANBAG Form 315)**

Monthly, the prime contractor must complete Form 315 to report all payments made to DBEs (including UDBEs). It is important to identify all DBE firms that were paid during the reporting period for the project, including all UDBEs listed on the UDBE Commitment

Form (Exhibit 15G(1)), regardless of tier. The form must be signed and dated by the prime contractor's representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15th day of each month to the Contract Compliance Officer (to be designated by the Contract Manager).

4. The following form must be submitted at the conclusion of the project:

- a. **Final Report- Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors (Exhibit 17-F)**

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," (Exhibit 17-F), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 10% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Project Manager.

5. The following must be submitted, if applicable:

- a. **Disadvantaged Business Enterprises (DBE) Certification Status Change (Exhibit 17-O)**

If a DBE subcontractor is decertified during the life of the Contract, the decertified

subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Commission's Project Manager within 30 days.

b. Notification of Disadvantaged Business Enterprises (DBE) Substitution

Commission must have prior approval of any DBE subcontractor substitutions. If a listed DBE subcontractor is terminated, you must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the Agreement to the extent needed to meet the UDBE goal. The substitute DBE must be certified as a DBE at the time of request for substitution. Commission does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and California Civil Code 4107.

E. UDBE CERTIFICATION

The Commission is participating as a Non-Certifying Member in the California Unified Certification Program (CUCP). The Commission requires all UDBEs listed by bidder for participation to be certified as eligible UDBEs at the time of bid submission. Only participation by UDBEs certified by the CUCP under the DOT regulations published under 49 CFR Part 26 may be credited towards race-neutral or race-conscious UDBE/DBE participation. It is the responsibility of the bidder to verify the DBE certification status of all listed UDBEs.

F. UDBE ELIGIBILITY AND COMMERCIALLY USEFUL FUNCTION STANDARDS

1. A UDBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A UDBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
3. A UDBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The UDBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. A UDBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A UDBE should perform at least **thirty percent (30%)** of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

5. UDBEs must be certified by the California Unified Certification Program (CUCP). Listings of UDBEs certified by the CUCP are available from the following sources:
- a. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
 - b. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Civil Rights Certification Unit at (916) 324-8347 for assistance.
 - c. In order to identify certified UDBEs/DBEs, you must only use the California Unified Certification Program Database (CUCP). **Certifications from other agencies or organizations will not be accepted.**
- vi. "FRAUDS" and "FRONTS" - Bidders are hereby cautioned against knowingly and willfully using "fronts" or doing business with UDBE/DBEs in a manner, which could compromise the UDBE/DBE's continued eligibility and to meet the UDBE goal of this contract. Only legitimate UDBEs are eligible to participate in any federally funded contract. The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Any indication of fraud, waste, abuse or mismanagement of federal funds should be immediately reported to the Commission or to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline (800-424-9071), or to the following field office: FTA Special Agent-in-Charge, 201 Mission Street, Suite 1650, San Francisco, CA 94105, (415-774-2729).

G. UDBE CREDITING PROVISIONS

1. When a UDBE is proposed to participate in the contract, either as a prime contractor or subcontractor, only the value of the work proposed to be performed by the UDBE with its own forces may be counted towards UDBE participation. If the contractor is a UDBE joint venture participant, only the UDBE proportionate interest in the joint venture shall be counted.
2. If a UDBE intends to subcontract part of the work of its subcontract to a lower tier subcontractor, the value of the subcontracted work may be counted toward UDBE participation only if the UDBE subcontractor is a certified UDBE and actually performs the work with his or her own forces. Services subcontracted to a non-UDBE firm may not be credited toward the prime Contractor's UDBE attainment.
3. Materials or supplies purchased from DBEs count toward DBE credit, and if a DBE is also a UDBE, purchases will count toward the UDBE goal under the following conditions:
 - a. If the materials or supplies are obtained from a UDBE manufacturer, 100 percent of the cost of the materials or supplies counts towards the goal. A UDBE

manufacturer is a firm that operates, or maintains a factory, or establishment that produces on the premises that materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

- b. If the materials or supplies purchased from a UDBE regular dealer, count 60 percent of the cost of the materials or supplies. A UDBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specification and required under the Agreement are bought, kept in bulk items as petroleum products, steel, cement, gravel, stone or in this section.
 - c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
 - d. Materials or supplies purchased from a UDBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies required or fees or transportation charges for the delivery of materials or supplies on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
4. For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is a UDBE, credit will count towards the UDBE goal under the following conditions:
- a. The UDBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
 - b. The UDBE must itself own and operate at least one fully licensed, insured, and operational truck used on the agreement.
 - c. The UDBE receives credit for the total value of the transportation services it provides on the agreement using trucks it owns, insures, and operates using drivers it employs.
 - d. The UDBE may lease trucks from another UDBE firm including an owner-operator who is certified as a UDBE. A UDBE who leases trucks from another UDBE receives credit for the total value of the transportation services the lessee UDBE provides on the contract.
 - e. The UDBE may lease trucks from another UDBE firm including an owner-operator. A UDBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A UDBE does not

receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the UDBE.

For the purposes of this section, a lease must indicate that the UDBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the UDBE, as long as the lease gives the UDBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the UDBE.

H. GOOD FAITH EFFORTS

If the Bidder fails to meet the established contract-specific UDBE goal, the Bidder must document sufficient Good Faith Efforts to be deemed responsive to the UDBE requirements set forth in this solicitation. This means that the Bidder must demonstrate that it took all necessary and reasonable steps to achieve the UDBE goal that could reasonably be expected to obtain sufficient UDBE participation, even if the Bidder was not fully successful. The efforts employed by the Bidder should be consistent with actively and aggressively trying to obtain UDBE participation sufficient to meet the established UDBE contract goal. Mere pro forma efforts are not Good Faith Efforts to meet the UDBE contract requirements. The Commission will make a fair and reasonable judgment whether a Bidder that did not meet the goal made adequate good efforts to do so.

The apparent successful Bidder (low bidder), the second low Bidder and the third low Bidder shall submit all Good Faith Efforts documentation (undertaken prior to bidding) to the Commission within four 4 working days after Bid submittal. At no time shall Contractor begin performance of work prior to submitting Good Faith Effort documentation.

Good Faith Efforts must be documented on Exhibit 15-H. The following types of actions and documentation are necessary to evidence such efforts:

1. Identifying efforts made to reasonably structure the contract scope of work for purposes of subcontracting with UDBEs. Include documentation showing the portion of the scopes of work UDBEs will be solicited to bid/propose and the associated dollar value of each item. Bidder should also identify the scope of work that the Bidder intends to perform with its own workforce.
2. Timely place advertisement(s) in one general circulation, one trade association publication and at least one disadvantaged/minority and women business focus medias. The advertisements must include, at a minimum, identification of specific subcontracting opportunities being solicited, project name, location, UDBE goal, including identifying the Commission as Owner, Bidder's contact person including name, address, phone, fax, bid/proposal solicitation due date, and statement that Bidder intends to conduct itself in good faith with UDBE firms for participation on the project. Advertisements should appear at least 15 calendar days prior to Bid submittal due date to considered timely.
3. Provision of extending written notices to UDBEs to solicit interest in all of the identified

subcontracting areas toward promoting participation. There should be a sufficient number of written invitations to UDBE firms for each subcontracting area identified.

Notices should be issued at least 15 calendar days prior to submittal due date to allow sufficient time for the UDBEs to respond to the solicitation.

Subsequent efforts to follow-up on initial solicitations to UDBEs, including contract requirements, plans and specifications timely provided to UDBEs for purposes of soliciting their bids. Documentation should include:

- a. Names, addresses and telephone numbers of UDBEs contacted by each subcontracting area identified/solicited;
 - b. Description of information timely provided to interested UDBEs about the contract requirements, plans and specifications to assist UDBEs in responding to the solicitation; and the dates and manner in which these documents were made available;
 - c. Statement of justification re: unsuccessful solicitation of UDBEs; and
 - d. Negotiating in good faith with interested UDBEs, to facilitate UDBE participation. Utilization of a sound basis of selection and/or rejection of UDBEs bids.
4. A Bidder using good business judgment must consider a number of factors in negotiating with subcontractors, including UDBE subcontractors, and must take a firm's price and capabilities, as well as, the contract goal into consideration. The fact that there may be some additional costs involved in using UDBEs is not, in itself, sufficient reason for a Bidder's failure to meet established contract UDBE goal. Also, the ability or desire of the prime contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts toward meeting the objectives of UDBE goal. Evidence of a willingness to modify planned prime contractor scope or subcontract packaging to facilitate UDBE participation will demonstrate serious effort.
 5. Barring lack of qualifications to perform work, only significant price differences (the relevant Federal regulations reference 10% or more as significant) between the selected firm and rejected UDBE firms' proposed costs would be considered as valid cause for rejecting bids. Additionally, union vs. non-union employee status is not a legitimate cause for the rejection or non-solicitation of bids in the Bidder's efforts to meet the project goal.
 6. Documentation of such negotiation includes the names, addresses, and telephone numbers of all subcontractors (UDBEs and non UDBEs) that submitted a bid, including copies of all bids received for each portion of work solicited; and stated reasons for Bidder's choice of the selected and/or rejected subcontractor bid. Include in the negotiation document the reasons why additional agreements could not be reached with a UDBE to perform the work.

7. In determining whether a Bidder has made Good Faith Efforts, the Commission will take into account, the performance of other Bidders in meeting the established contract-specific UDBE goal requirements. The individual Bidder's effort/commitment in meeting the established contract UDBE goal will be evaluated against the average UDBE participation commitments by the three (3) low responsive Bidders. If there are fewer than three (3) responsive Bidders, the average of two (2) Bidders' goal commitments will be considered.
8. Provide offer of assistance to interested UDBEs in obtaining bonding, lines of credit, and/or insurance required by the Contractor. A description of assistance extended and made available by Bidder to interested UDBEs in obtaining bonding, lines of credit and/or insurance. At minimum, Bidder must provide evidence of the availability of assistance by providing copies of subcontracting advertisements and UDBE solicitation letters.
9. Utilization of outreach services available within the UDBE/DBE community, including contractor groups, local, state and federal DBE offices and other organizations that provide assistance in the recruitment and placement of UDBE/DBEs. Notices to community outreach services should be issued at least 15 calendar days prior to submittal due date. Copies of letters, faxes, telephone logs, etc., used to contact organizations, which include the names of organizations/groups, dates, names of contacts, and telephone numbers; and copies of correspondence received from these entities acknowledging contact. The Bidder must document outreach to a minimum of five (5) organizations/groups.
10. Only those efforts made prior to bid/proposal submittal due date will be considered in evaluating Good Faith Efforts. Failure to submit the required Good Faith Effort documentation within four (4) working days after bid submittal will be grounds for finding the bid non-responsive.

For additional assistance with Good Faith Efforts, please refer to the Contracting Opportunities page of the SANBAG website:
<http://www.sanbag.ca.gov/about/contracting.html> .

**INVITATION FOR BID (IFB) UDBE LANGUAGE
RACE-CONSCIOUS BID INSTRUCTIONS
FOR
DOT-ASSISTED CONTRACTOR CONTRACTS**

The Commission has established an Underutilized DBE goal for this Agreement of 6%.

1. DEFINITIONS

- a. The term “Disadvantaged Business Enterprise” or DBE means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- b. The Term “Underutilized Disadvantaged Business Enterprise or UDBE. DBE classes have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBE’s include: African Americans, Native Americans, Asian-Pacific Americans and Women.
- c. The term “Agreement” also means “Contract”.
- d. Agency also means the local entity entering into this contract with the CONTRACTOR.
- e. The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. COMMISSION AND RESPONSIBILITY

- a. DBE’s and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (see 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBE’s and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- b. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBE’s.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on this contract, the Proposer, in order to be considered responsible and responsive, must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Proposer must document adequate good faith efforts. Only UDBE firms certified through the CUCP will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Bidder DBE Information (Construction Contracts)” (Exhibit 15-G2) form shall be included with the Invitation For Bids. The purpose of this form is to collect data required under 49 CFR Part 26. For contracts with UDBE goals, this form collects DBE participation by DBE’s owned by Hispanic American and Subcontinent Asian American males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBE’s, including UDBE’s. Even if no DBE participation will be reported, the successful Proposer must execute and return this form.

4. UDBE PARTICIPATION GENERAL INFORMATION

It is the Proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Commission’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- a. A UDBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- b. A certified UDBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- c. A UDBE Proposer not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following;
 - i. The Proposer is a UDBE and will meet the goal by performing with its own forces.
 - ii. The Proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - iii. The Proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- d. A UDBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- e. A UDBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a UDBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- f. The Proposer shall list only one subcontractor for each portion of work as defined in their bid and all UDBE subcontractors should be listed in the bid list of subcontractors.
- g. A prime contractor who is a certified UDBE is eligible to claim all of the work in the agreement toward the UDBE participation except that portion of the work to be performed by non-DBE subcontractors.
- h. In order to identify certified DBEs, you must only use the California Unified Certification Program Database (CUCP). **Certifications from other agencies or organizations will not be accepted.**

5. RESOURCES

- a. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidders may call (916) 440-0539 for web or download assistance.
- b. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at:
http://www.dot.ca.gov/hq/bep/find_certified.htm.
 - i. Click on the link in the left menu titled Disadvantaged Business Enterprise
 - ii. Click on Search for a DBE Firm link
 - iii. Click on Access to the DBE Query Form located on the first line in the center of the page
 - iv. Searches can be performed by one or more criteria
 - v. Follow instructions on the screen
- c. How to obtain a List of Certified DBEs without Internet Access:
 If you do not have Internet Access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBE's may be ordered at:

**California Department of Transportation
 Publication Distribution Unit
 1900 Royal Oaks Drive
 Sacramento, CA 95815-3800**

Telephone No. 916-263-0865

Please make checks payable to: Caltrans.

- d. A copy of the directory of certified DBE firms can be downloaded at:
<http://caltrans-opac.ca.gov/publicat.htm>.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBEs COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- a. If the materials or supplies are obtained from a UDBE manufacturer, 100 percent of the cost of the materials or supplies counts towards the goal. A UDBE manufacturer is a firm that operates, or maintains a factory, or establishment that produces on the premises that materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- b. If the materials or supplies purchased from a UDBE regular dealer, count 60 percent of the cost of the materials or supplies. A UDBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specification and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of doing business. To be a UDBE regular dealer the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a UDBE regular dealer, in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- d. Materials or supplies purchased from a UDBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies required or fees or transportation charges for the delivery of materials or supplies on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- a. The UDBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- b. The UDBE must itself own and operate at least one fully licensed, insured, and operational truck used on the agreement.
- c. The UDBE receives credit for the total value of the transportation services it provides on the agreement using trucks it owns, insures, and operates using drivers it employs.
- d. The UDBE may lease trucks from another UDBE firm including an owner-operator who is certified as a UDBE. A UDBE who leases trucks from another UDBE receives credit for the total value of the transportation services the lessee UDBE provides on the agreement.
- e. The UDBE may lease trucks from another UDBE firm including an owner-operator. A UDBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A UDBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the UDBE.
- f. For the purposes of this section, a lease must indicate that the UDBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the UDBE, as long as the lease gives the UDBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the UDBE.

**INSTRUCTIONS-EXHIBIT 12-G BIDDER'S LIST OF SUBCONTRACTORS
(DBE AND NON-DBE) PART I AND PART II
(CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

The U.S. Department of Transportation (DOT) requires SANBAG to maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose or quote on SANBAG’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the SANBAG’s overall annual DBE goal-setting process. Therefore, the Bidder shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Phone number
- d. A description of the work that each DBE will perform;
- e. Range of annual gross receipts for the last year;

PART I - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

PART II - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Bidders responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women.

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

INSTRUCTIONS-EXHIBIT 15G-1
LOCAL AGENCY BIDDER DBE INFORMATION (Revised 03/09)
(CONSTRUCTION CONTRACTS)

All Bidders-

It is the Bidders responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid. If it is not, and you are the apparent low bidder, or second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the bid nonresponsive.

SUCCESSFUL BIDDER:

The form included in this IFB as 15G-1 requires specific information regarding the construction contract: Local Agency (Commission), location, project description, total contract amount, bidder's name and contract UDBE goal.

Form 15G-1 has a column for the Contract Item Number and Item of Work and Description of Services to be Subcontracted or Materials to be provided by UDBE's. Prime contractors shall indicate all work to be performed by UDBEs including work performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Contractor and expiration date. Enter the UDBE prime and subcontractors certification number. The UDBE contractors shall notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of UDBE certified contractors to perform the work (must be certified on the date bids are opened) and include UDBE address and phone number.

IMPORTANT: Bidders are to identify **all** UDBE firms participating in the project, including all UDBE's listed on the UDBE Commitment Form (15G-1), regardless of tier. Names of the First-Tier UDBE subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your Bid. Provide copies of the UDBE's quotes, and if applicable, a copy of the joint venture agreements pursuant to the Subcontractors Listing Laws and the Special Provisions.

There is a column for the UDBE participation dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provision included in this IFB. (If 100% of item is not to be performed or furnished by the DBE, describe the exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions to determine how to count the participation of UDBE firms.

Exhibit 15G-1 must be signed and dated by the successful Bidder. Also list a phone number in the space provided and print the name of the person to contact.

AGENCY: _____		LOCATION: _____	
PROJECT DESCRIPTION: _____			
TOTAL CONTRACT AMOUNT: \$ _____			
BID DATE: _____			
BIDDER'S NAME: _____			
CONTRACT UDBE GOAL: _____			

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	Cert. No. of UDBE AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date bids are opened - include UDBE address and phone number)	DOLLAR AMOUNT UDBE

<p>For Local Agency to Complete:</p> <p>Local Agency Contract Number: _____</p> <p>Federal Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contract Award Date: _____</p> <p>Local Agency certifies that all information is complete and accurate.</p> <p>_____</p> <p>Print Name _____ Signature _____ Date _____</p> <p>Local Agency Representative</p> <p>(Area Code) Telephone Number: _____</p>	<p style="text-align: center;">Total Claimed Participation</p> <p>\$ _____</p> <p>_____ %</p>
--	---

<p>For Caltrans Review:</p> <p>_____</p> <p>Print Name _____ Signature _____ Date _____</p>	<p>_____</p> <p>Signature of Bidder</p> <p>_____</p> <p>Date _____ (Area Code) Tel. No. _____</p> <p>_____</p> <p>Person to Contact _____ (Please Type or Print)</p> <p>Local Agency Bidder - UDBE Commitment (Rev 3/09)</p>
--	--

109

**INSTRUCTIONS – EXHIBIT 15-G2-LOCAL AGENCY
BIDDER DBE INFORMATION (Revised 03/09)
(CONSTRUCTION CONTRACTS)**

SUCCESSFUL BIDDER:

This form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify **all** DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the successful Bidder. Also list a phone number in the space provided and print the name of the person to contact.

Exhibit 15 G-2 Local Agency Bidder DBE Information (Construction Contracts)

(Inclusive of all DBEs including the UDBEs listed in the Bid.)

AGENCY: _____		LOCATION: _____	
PROJECT DESCRIPTION: _____			
TOTAL CONTRACT AMOUNT: \$ _____			
BID DATE: _____			
BIDDER'S NAME: _____			

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

<p>For Local Agency to Complete:</p> <p>Local Agency Contract Number: _____</p> <p>Federal Aid Project Number: _____</p> <p>Federal Share: _____</p> <p>Contract Award Date: _____</p> <p>Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.</p> <p>_____ Print Name Signature Date Local Agency Representative</p> <p>(Area Code) Telephone Number: _____</p>	<p>Total Claimed Participation</p> <p>\$ _____</p> <p>_____ %</p>
---	---

<p>For Caltrans Review:</p> <p>_____ Print Name Signature Date Caltrans District Local Assistance Engineer</p>	<p>_____ Signature of Bidder</p> <p>_____ Date (Area Code) Tel. No.</p> <p>_____ Person to Contact (Please Type or Print)</p>
---	---

Local Agency Bidder DBE Information (Rev 3/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this pr (2) Copy -- Include in award package to Caltrans District Local Assistance (3) Original- Local agency files

UDBE INFORMATION – EXHIBIT 15-H GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date:

Commission has established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of **6%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – UDBE Commitment" form (15-G1) indicates that the Proposer has met the UDBE goal. This will protect the Proposer's eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the Proposer made a mathematical error.

Submittal of only the "Local Agency Bidder UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain UDBE participation:

- a. The names and dates of each publication in which a request for UDBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____
_____	_____

- b. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

Names of UDBEs Solicited	Date of Initial Solicitation	Follow-Up Methods and Dates

- c. The items of work which the Proposer made available to UDBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate UDBE participation. It is the Proposer's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract

- d. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the Proposer's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE.

1. Names, addresses and phone numbers of rejected UDBEs and the reasons for the Proposer's rejection of the UDBEs:

2. Names, addresses and phone numbers of firms selected for the work identified above:

- e. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- g. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- h. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

Name of Agency/Organization	Method/Date of Contact	Results

- i. Any additional data to support a demonstration of good faith efforts please include here.

- j.

**Bidders are advised to attach all requested documents to this form.
Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.**

INSTRUCTIONS – SUMMARY OF MONTHLY DBE PAYMENTS - SANBAG FORM NO. 315

(CONSTRUCTION CONTRACTS) (Revised 1/11)

SUCCESSFUL BIDDER:

This form requires specific information regarding the Disadvantaged Business Enterprise subcontractors paid on this construction contract.

The form must be completed for all DBEs – including **all** UDBEs paid for each monthly period. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number “1”. The date prepared should also be included.

IMPORTANT: Identify **all** DBE firms that were paid during the reporting period for the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the “Dollars Paid This Month”. Enter the Total amount paid for each DBE firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the DBE firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the “Dollar +/- resulting from Change order Activity” column.

SANBAG Form 315 must be signed and dated by the prime contractor’s representative that is responsible for reporting DBE compliance matters. The form must be submitted to Authority no later than the 15th day of each month.



San Bernardino Associated Governments

Summary of Disadvantaged Business Enterprise (DBE) - Subcontractors Paid Monthly Report

Reporting Period (Month/Year)	Report Number	Date Prepared
--------------------------------------	----------------------	----------------------

1) Project Name	2) Project Location					
3) Contract Number	4) Original Contract Award Amount	5) Contract Award Date				
6) Current Contract Value	7) SANBAG Payment to Prime This Month	8) Total Amount Paid to Prime to Date				
9) Date of Last Progress Payment Received from SANBAG	10) Percent of Project Complete	11) DBE Goal Percentage (committed)				
12) Prime Contractor	13) Contact Person					
14) Street Address	15) City/State/Zip					
16) Area Code/Phone No.	17) Email Address					
18) SUBCONTRACTOR/SUPPLIER						
Subcontractor/Supplier #1	Dollars Paid This Month	Dollar Amount Paid to Date	Schedule Activity ID (Construction only)	Type of Work Performed	Original Dollar Amount Committed	Dollar +/- resulting from Change Order Activity
Name						
Address						
Area Code/Phone						
Contact Person						
Subcontractor/Supplier #2						
Name						
Address						
Area Code/Phone						
Contact Person						
Subcontractor/Supplier #3						
Name						
Address						
Area Code/Phone						
Contact Person						



San Bernardino Associated Governments

Summary of Disadvantaged Business Enterprise (DBE) - Subcontractors Paid Monthly Report

Reporting Period (Month/Year)	Report Number	Date Prepared
-------------------------------	---------------	---------------

**Instructions – Summary of Monthly DBE Payments Information
SANBAG Form 315 (Construction Contracts)**

SUCCESSFUL BIDDER:

This form requires specific information regarding the disadvantaged business enterprise subcontractors paid on this construction contract.

The form must be completed for all DBEs – including all UDBEs paid for each monthly period. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number “1”. The date prepared should also be included.

IMPORTANT: Identify **all** DBE firms that were paid during the reporting period for the project -- including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the "Dollars Paid This Month". Enter the Total amount paid for each DBE firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the DBE firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the "Dollar +/- resulting from Change Order Activity" column.

SANBAG Form 315 must be signed and dated by the prime contractor's representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15th day of each month.

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS 17-F

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Exhibit 17-F.

Any changes to DBE certification must also be submitted on Exhibit 17-F.

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

[illegible]

INSTRUCTIONS - DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE 17-O

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by Exhibit 17-O are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are certified as a DBE. This column on Exhibit 17-O should only reflect the dollar value of work performed while the firm was certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to Exhibit 17-O.

There is a comments section for any additional information that may need to be provided regarding any of the above transactions.

Exhibit 17-O has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CP-CBM-2403(F) (New, 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification Decertification letter in accordance with the Special Provisions

[illegible]

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		DATE
CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER
TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEER		DATE

DISTRIBUTION Original copy -DLAE

Copy - 1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer